

DISCRETIONARY APPLICATION For Public Display

Applicant:J Batchelor

Location:

3 Trout Crescent, MIENA

Proposal:

Outbuilding

DA Number:

DA 2024 / 00065

Date Advertised:

23 January 2025

Date Representation Period Closes:

11 February 2025

Responsible Officer:

Louisa Brown (Planning Officer)

Viewing Documents:

The relevant documents may be viewed at Council's website www.centralhighlands.tas.gov.au or at Council's Offices 19 Alexander Street, Bothwell & 6 Tarleton Street, Hamilton during normal office hours.

Representations to:

General Manager 19 Alexander Street BOTHWELL TAS 7030

Email:

development@centralhighlands.tas.gov.au





Development & Environmental Services

19 Alexander Street BOTHWELL TAS 7030

Phone: (03) 6259 5503

Email: develoment@centralhighlands.tas.gov.au

www.centralhighlands.tas.gov.au

OFFICE USE ONLY

Application No.:

2024 65

Property ID No.:

7145499

Date Received:

12-12-24

Application for Planning Approval Use and Development

Use this form to apply for planning approval in accordance with section 57 and 58 of the Land Use Planning and Approvals Act 1993

Applicant / Ov	vner Details:
Applicant Name	Jodi Batchelor
Postal Address	1151 Ridgley Highway Phone No: 0458910022
	Kidgley 7321 Fax No:
Email address	jodibatch89@hotmail.com
Owner/s Name (if not Applicant)	
Postal Address	Phone No:
	Fax No:
Email address:	
Description of	proposed use and/or development:
Address of new use and development:	3 Trout Crescent, Miena
Certificate of Title No:	Volume No 3679 3964 Lot No: 84 Plan No. 5. P2258
Description of proposed use or development:	ie: New Dwelling /Additions/ Demolition //Shed / Farm Building / Carport / Swimming Pool or detail other etc.
Current use of land and buildings:	Eg. Are there any existing buildings on this title? If yes, what is the main building used as?
Proposed Material	What are the proposed external wall colours Black What is the proposed roof colour
	What is the proposed new floor area m². What is the estimated value of all the new work proposed: \$50.000

Is proposed development to be staged: Is the proposed development located on land previously used as a tip site? Is the place on the Tasmanian Heritage Register?	Yes Yes Yes		0 🗷	Tick ✓
Have you sought advice from Heritage Tasmania? Has a Certificate of Exemption been sought for these works?	Yes Yes	□ No		

Signed Declaration

I/we hereby apply for a planning approval to carry out the use or development described in this application and in the accompanying plans and documents, accordingly I declare that:

- 1. The information given is a true and accurate representation of the proposed development. I understand that the information and materials provided with this development application may be made available to the public. I understand that the Council may make such copies of the information and materials as, in its opinion, are necessary to facilitate a thorough consideration of the Development Application. I have obtained the relevant permission of the copyright owner for the communication and reproduction of the plans accompanying the development application, for the purposes of assessment of that application. I indemnify the Central Highlands Council for any claim or action taken against it in respect of breach of copyright in respect of any of the information or material provided.
- 2. In relation to this application, I/we agree to allow Council employees or consultants to enter the site in order to assess the application.
- 3. I am the applicant for the planning permit and I have notified the owner/s of the land in writing of the intention to make this application in accordance with Section 52(1) of the Land Use Planning Approvals Act 1993 (or the land owner has signed this form in the box below in "Land Owner(s) signature); Applies where the applicant is not the Owner and the land is not Crown land or owned by a council, and is not land administered by the Crown or a council.

Applicant Signature	Applicant Name (Please print)	Date
(if not the Owner)		
Land Owner(s) Signature	Land Owners Name (please print)	Date 10.24
Land Owner(s) Signature	Land Owners Name (please print)	Date

Information & Checklist sheet

				y
1.	Pleas	se ens	ed Application for Planning Approval – Use and Development form. For a sure that the information provides an accurate description of the proposal, has the correct and contact details and is signed and dated by the applicant.	
2.	A cur The t	rent c title de any sc	copy of the Certificate of Title for all lots involved in the proposal. Italis must include, where available, a copy of the search page, title plan, sealed plan or diagram shedule of easements (if any), or other restrictions, including covenants, Council notification or of transfer.	۵
3.	Two	(2) co _l	pies of the following information -	
	a)	An ai (i) (ii) (iii)	nalysis of the site and surrounding area setting out accurate descriptions of the following - topography and major site features including an indication of the type and extent of native vegetation present, natural drainage lines, water courses and wetlands, trees greater than 5 metres in height in areas of skyline or landscape importance and identification of any natural hazards including flood prone areas, high fire risk areas and land subject to instability; soil conditions (depth, description of type, land capability etc); the location and capacity of any existing services or easements on the site or connected to the site;	
		(iv)	existing pedestrian and vehicle access to the site;	
		(v)	any existing buildings on the site;	
		(vi)	adjoining properties and their uses; and	
		(vii)	soil and water management plans.	
	b)		e plan for the proposed use or development drawn, unless otherwise approved, at a scale of not	
			than 1:200 or 1:1000 for sites in excess of 1 hectare, showing -	
		(i)	a north point;	
		(ii)	the boundaries and dimensions of the site;	
		(iii) (iv)	Australian Height Datum (AHD) levels; natural drainage lines, watercourses and wetlands;	
		(IV) (V)	soil depth and type;	
		(v) (vi)	the location and capacity of any existing services or easements on the site or connected to the	
		(• 1)	site;	
		(vii)	the location of any existing buildings on the site, indicating those to be retained or demolished, and their relationship to buildings on adjacent sites, streets and access ways;	
			the use of adjoining properties;	
		(ix)	shadow diagrams of the proposed buildings where development has the potential to cause overshadowing;	
		(x)	the dimensions, layout and surfacing materials of all access roads, turning areas, parking areas and footpaths within and at the site entrance;	
		(xi)	any proposed private or public open space or communal space or facilities;	
		(xii)	proposed landscaping, indicating vegetation to be removed or retained and species and mature heights of plantings; and	
		(xiii)	methods of minimizing erosion and run-off during and after construction and preventing contamination of storm water discharged from the site.	
	c)	show	and elevations of proposed and existing buildings, drawn at a scale of not less than 1:100, ring internal layout and materials to be used on external walls and roofs and the relationship of levations to natural ground level, including any proposed cut or fill.	۵
4.	A wri	itten s	ubmission supporting the application that demonstrates compliance with the relevant parts of	
	comr	mercia sions,	ate Polices and the Central Highlands Interim Planning Scheme 2015, including for industrial and I uses, the hours of operation, number of employees, details of any point source discharges or traffic volumes generated by the use and a Traffic Impact Statement where the development is eate more than 100 vehicle movements per day.	
5.	Presc	ribed	fees payable to Council. An invoice for the fees payable will be issued once application has	
		receiv		

Information

If you provide an email address in this form then the Central Highlands Council ("the Council") will treat the provision of the email address as consent to the Council, pursuant to Section 6 of the Electronic Transactions Act 2000, to using that email address for the purposes of assessing the Application under the Land Use Planning and Approvals Act 1993 ("the Act").

If you provide an email address, the Council will not provide hard copy documentation unless specifically requested.

It is your responsibility to provide the Council with the correct email address and to check your email for communications from the Council.

If you do not wish for the Council to use your email address as the method of contact and for the giving of information, please tick ✓ the box

Heritage Tasmania

If the Property is listed on the Tasmanian Heritage Register then the Application will be referred to Heritage Tasmania unless an Exemption Certificate has been provided with this Application.

(Phone 1300 850 332 or email enquires@heritage.tas.gov.au)

TasWater

Depending on the works proposed Council may be required to refer the Application to TasWater for assessment (Phone 136992)

Submission of Application

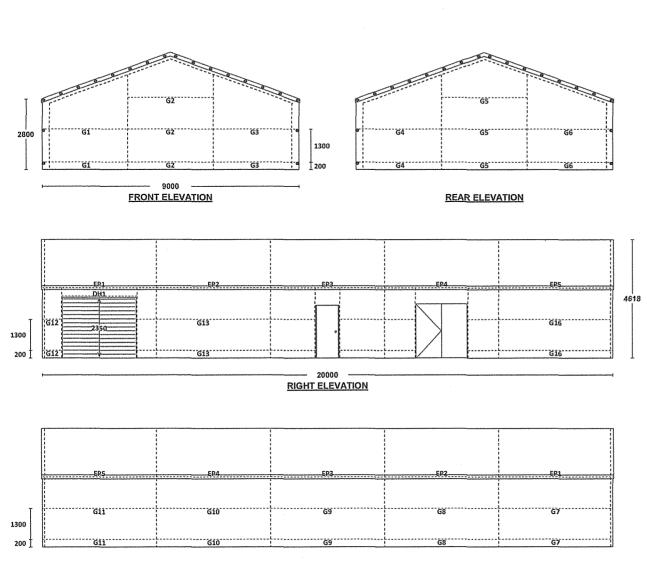
Applications can be submitted in a number of ways as follows:

• Electronically: Email to development@centralhighlands.tas.gov.au

• Post: 19 Alexander Street, BOTHWELL 7030

• In Person: Development & Environmental Services Office, 19 Alexander Street, Bothwell 7030

\$2.93 50/02 55/052 91.61



LEFT ELEVATION

PROJECT FOR: JODI BACHELOR - SITE ADDRESS: 3 TROUT CRESCENT MIENA TAS 7030

MUNICIPAL DISTRICT: CENTRAL HIGHLANDS COUNCIL

GENERAL NOTES

ALL DIMENSIONS ARE IN MILLIMETRES UNO.

THIS BUILDING DESIGN IS SUITABLE FOR A DESIGN CLASS OF 10a.

THIS BUILDING IS NOT DESIGNED FOR, AND CANNOT BE USED FOR, HUMAN HABITATION (CLASS 1).

THIS SITE SPECIFIC DETAIL REFERS TO THE STRUCTURAL SUITABILITY OF THE STRUCTURAL DESIGN ONLY. THE ENGINEER AND SUPPLIER TAKE NO RESPONSIBILITY FOR ANY COMPLAINCE WITH ANY LOCAL GOVERNMENT BY-LAWS, TOWN PLANNING REQUIREMENTS OR INDIVIDUAL SITE CIRCUMSTANCES THAT MAY EFFECT THE SUITABILITY OF THE STRUCTURE AT THE ACTUAL SITE.

THESE DESIGNS WHEN CONSTRUCTED IN ACCORDANCE WITH THIS ENGINEERING COMPLIES WITH THE FOLLOWING STANDARDS AND REGULATIONS:

AS1170.0 TO AS1170.4-2008, AS3600-2009 AS4055-2011, AS4100-1998 & AS4600-2005 NCC 2018.

THE FRAMING MEMBERS, ROOF PURLIN MEMBERS AND CLADDING WITHIN THESE DESIGNS ARE BASED ON THE SECTIONAL DESIGN PROPERTIES OF THE ROLLFORMED PRODUCTS MANUFACTURED BY USAGHT BUILDING PRODUCTS.

ALL SCREW FIX FASTENERS TO COMPLY WITH AS3566. ALL CONNECTION BOLTS TO COMPLY WITH AS1252 IN ACCORDANCE WITH AS4100. ALL SCREW FASTENERS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS INSTALLATION INSTRUCTIONS. FRAMING BOLTS TO BE TIGHTENED TO A SHANK TENSION OF 90KN.

REFER TO PAGE 2 FOR THE FLOORPLAN AND MEMBER TABLE, PAGE 3 FOR THE FOOTING AND FOUNDATION DETAILS, PAGE 4 FOR THE ROOF PLAN AND CLADDING DETAILS AND PAGES 5 & 6 FOR FRAME AND MEMBER CONNECTION DETAILS.

THIS BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH GOOD PRACTICE, DURING CONSTRUCTION THE STRUCTURE MUST BE MAINTAINED IN A STABLE MANNER AND SUFFICIENTLY BRACED TO PREVENT OVERSTRESSING OF FRAME. THE ENGINEER AND THE SUPPLIER ACCEPT NO RESPONSIBILITY FOR ANY MISTAKES, FROM WHATEVER SOURCE, THROUGH PLEA OF IGNORANCE ON THE PART OF THE OWNER/BUILDER/FERECTOR.

INCLUSIONS					
NIGHT SKY 2100H 1800W GSD TO RIGHT ELEVATION					
NIGHT SKY ENTRANCE DOOR TO RIGHT ELEVATION					
NIGHT SKY 2350H 2600W DOM RD TO RIGHT ELEVATION					



CONSULTING ENGINEER
JP ENGINEERS AND ASSOCIATES PTY LTD

NER No. 3339325 EC42637 (Vic) CC7434 (Tas)

PH. 1800 790 569 - EMAIL: engineer@furm.com.au

STRUCTURAL DRAWING NO. VFURM0575528-2

DATE 18/10/2024

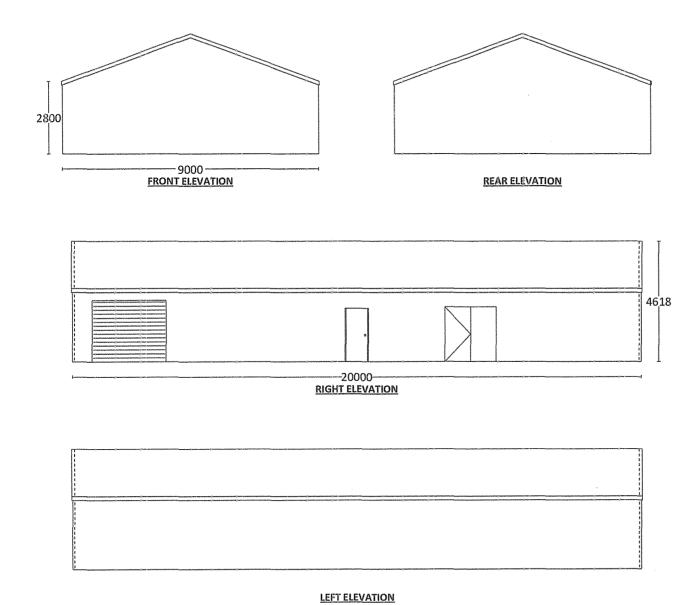
PAGE 1 OF 6 - BUILDING ELEVATIONS

QUOTE/CONTRACT: VFURM0575528-2 GRANT BACHELOR

SITE ADDRESS: TBA JONES ROAD MIENA TAS 7030

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SHEDCORP

AUSTRALIAS BEST VALUE COLORBOND SHEDS
PH. 1800 750 649 - 1800 750 649
EMAIL: sales@shedcorp.com.au
WEBSITE: www.shedcorp.com.au

QUOTE/CONTRACT: VFURM0575528-2 OUOTATION FOR

GRANT BACHELOR

SITE ADDRESS: TBA JONES ROAD MIENA TAS 7030

KIT MATERIALS AS DETAILED PRE-PRICE RISE DISCOUNT

\$31,720.00 -\$4,750.00 \$26,970.00

GST OF \$2,451.82 INCLUDED IN THE ABOVE AMOUNT
QUOTE VALID FOR 14 DAYS FROM THE 10/10/2024. SUBJECT TO ACCEPTANCE OF
OUR TRADING TERMS AND CONDITIONS OF SALE.

GABLE SHED

BUILDING CLASS - CLASS 10A

WIND DESIGN: WS 45 M/S - 1.92 KPA SNOW LOAD

22 DEGREE ROOF PITCH

ROOF: 0.42 BMT (0.47 TCT) CUSTOM ORB - C/BOND

WALLS: 0.42 BMT (0.47 TCT) TRIMDEK - C/BOND

WALLS CLAD VÉRTICALLY

GUTTEÉ: HI-FRONT QUAD GUTTER - C/BOND

SPOUTING: NO SPOUTING SUPPLIED

C/BOND 2350H 2600W DOM RD TO RIGHT ELEVATION

C/BOND ENTRANCE DOOR TO RIGHT ELEVATION

COLOR TBA 2100H 1800W GSD TO RIGHT ELEVATION

NO ROOF MESH, SISILATION OR INSULATION INCLUDED

ROLLER DOOR MANUALLY OPERATED
FREE SITE DELIVERY (CONDITIONS APPLY)

OFFER VALID 14 DAYS

PAGE 1 OF 6

YOUR BUILDING CONTAINS THE FOLLOWING CLADDING OPTIONS

QUOTE/CONTRACT: VFURM0575528-2

SITE ADDRESS: TBA JONES ROAD MIENA TAS 7030

ROOF CLADDING

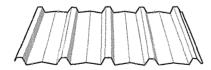
0.42 BMT (0.47 TCT) CUSTOM ORB

OPTIONS

0.42 TRIMDEK

NOTE: CHANGE OF CLADDING OPTIONS WILL BE SUBJECT TO RE-QUOTING.

WALL CLADDING



0.42 BMT (0.47 TCT) TRIMDEK

OPTIONS

0.35 MULTICLAD

0.42 MULTICLAD

0.35 CUSTOM ORB

0.42 CUSTOM ORB

0.35 TRIMWALL

GUTTERING

HI-FRONT QUAD GUTTER

OPTIONS

SQUARELINE

OGEE

NONE

GUTTER

SPOUTING

NO SPOUTING SUPPLIED

NO DOWNPIPES SUPPLIED

OPTIONS

100x50 RECT.

100x75 RECT.

90MM DIA. STEEL

90MM DIA, PVC

YOUR BUILDING IS DESIGNED TO THE HIGHEST STANDARDS

THE NATIONAL CONSTRUCTION CODE OF AUSTRALIA - NCC2019

AUSTRALIAN STANDARD 1170.0:2011 - STRUCTURAL DESIGN ACTIONS - GENERAL PRINCIPALS

AUSTRALIAN STANDARD 1170.1:2011 - STRUCTURAL DESIGN ACTIONS - PERMANENT, ACTIONS

AUSTRALIAN STANDARD 1170.2:2011 - STRUCTURAL DESIGN ACTIONS - WIND ACTIONS

AUSTRALIAN STANDARD 1170.4:2011 - STRUCTURAL DESIGN ACTIONS - EARTHQUAKE LOADS

AUSTRALIAN STANDARD 3600:2018 - CONCRETE STRUCTURES

AUSTRALIAN STANDARD 4055:2002- WIND LOADS

AUSTRALIAN STANDARD 4600:2018 - STEEL STRUCTURES

AUSTRALIAN STANDARD 3566.2:2002- SELF DRILLING FASTENERS

AUSTRALIAN STANDARD 1252:1983- STRUCTURAL ASSEMBLIES

HAVE YOU CONSIDERED?

ADDING WIRE AND SISILATION TO YOUR ROOF?

ADDING WIRE AND FOIL INSULATION TO YOUR ROOF?

ADDING SISILATION TO THE WALLS?

REPLACING A ROOF SHEET WITH A SKYLIGHT SHEET?

ADDING A WINDOW TO YOUR BUILDING?

ADDING A REMOTE ELECTRIC OPERATOR TO THE ROLLER DOOR?

ADDING A ROTARY VENT TO THE ROOF?

CONTACT OUR OFFICE FOR PRICING FOR THESE OPTIONS

PAGE 3 OF 6

READY TO ORDER? COMPLETE THE NEXT THREE PAGES AND RETURN TO PROCEED.

CONTRACT: VFURM0575528-2

THIS SECTION ENTERS THE PERSON INTO A KIT BUILDING CONTRACT FOR THE BUILDING DETAILED IN SHEDCORP' QUOTE NO.VFURM0575528-2. THE CONTRACT WILL BE KNOWN AS VFURM0575528-2.

CONTRACT IS BETWEEN THE CLIENT BELOW AND SHEDCORP (THE SUPPLIER). THE CONTRACT IS SUBJECT TO ACCEPTANCE OF SHEDCORP'S TERMS AND CONDITIONS OF SALE ON PAGE SIX OF THIS DOCUMENT.

ALL PRODUCT BUILDING DIMENSIONS, PRODUCT DESCRIPTIONS, CLADDING PROFILES AND INCLUSIONS ARE AS PER QUOTATION VEURMOS75528-2 PAGES 1-3.

THE CLIENT IS TO CONFIRM COLOUR SELECTION ON PAGE SIX OF THIS DOCUMENT AS PER THE CONDITIONS CONTAINED ON PAGE SIX COLOUR RANGE TO BE AS PER SHEDCORP'S PRODUCT COLOUR RANGE.

CONTRACT VALUE:

\$26,970.00

THIS WILL BECOME AN AGREED CONTRACT SUBJECT TO THE TERMS AND CONDITIONS OF SALE LISTED ON PAGE SIX UPON COMPLETION BY BOTH PARTIES AND RECIEPT OF PAYMENT AMOUNT LISTED ABOVE TO SHEDCORP. THIS CONTRACT IS INVALID IF NOT COMPLETED BY THE 24/10/2024.

NOTE:

ANY OUTSTANDING PROGRESS OF BALANCE PAYMENTS IS SUBJECT TO THE CURRENT PRICE STRUCTURE FROM THE RELEVANT THIRD PARTY MATERIAL SUPPLIERS. WHERE ANY NOTIFICATION IS RECIEVED FROM MATERIAL SUPPLIERS OF ANY UPCOMING PRICE INCREASES THE CLIENT WILL BE GIVEN A MINIMUM OF 21 DAYS NOTICE OF THE UPCOMING PRICE INCREASE AND THE INCRIMENTAL CHANGE TO THE CONTRACT PRICE.

THE CLIENT THEN CAN CHOOSE TO:

1. PAY THE BALANCE AMOUNT TO ORDER AND TAKE DELIVERY AT THE CURRENT PRICE

OR

2. ACCEPT THE NEW PRICE WITH THE NEW PRICING STRUCTURE APPLIED

CONTRACT NO. VFURM0575528-2

CLIENTS NAME*. jodí batchélor

1151 Ridgley Highway, Ridgley, Tas 7321 POSTAL ADDRESS*:

EMAIL ADDRESS*: jodibatch89@hotmail.com

SITE DETAILS FOR ENGINEERING CERTIFICATION:

SITE ADDRESS*: 3 Trout Crescent, Miena Tas 7030

MUNICIPAL DISTRICT (LOCAL COUNCIL):

DATE*: 10-10-24

* DENOTES MANDATORY FIELDS WHICH MUST BE COMPLETED.

LOT NO .:

PLAN NO.:



PAGE 4 OF 6

COLOUR CONFIRMATION	anti-	SITE ACCESSABILITY CONTRACT: VFURM057	5528-2
ROOF COLOUR WALL COLOUR	(PLEASE NOMINATE COLOUR)	*** IMPORTANT NOTE. ANY DELIVERY CHARGES QUOTED IS SUBJECT TO APPROVAL OF THE INFORMATION SUPPLIED ON THIS PAGE. *** PLEASE PROVIDE AS MUCH DETAIL REGARDING THE SITE ACCESS AS POSIBLE. SHOULD THIRD PARTY MATERIAL SUPPLIERS NEED TO RE-DELIVER MATERI TO LACK OF CORRECT INFORMATION, ANY ADDITIONAL CHARGES SHALL BE AT THE EXPENSE OF THE CLIENT AND PAID BEFORE RE-DELIVERY OF MATERI	
GUTTER COLOUR BARGE CÓLOUR	(PLEASE NOMINATE COLOUR) (PLEASE NOMINATE COLOUR)	SITE DETAILS (THESE DETAILS WILL BE GIVEN TO THIRD PARTY SUPPLIERS & DELIVERY DRIVERS) CONTACT NAME*: Jodi Batchelor	#
ROLLER DOOR COLOUR ACCESS DOOR COLOUR GLASS DOOR FRAME COLOUR PLEASE NOMINATE THE COLOURS REQUIRED AS PER SUPPLIED COLOUR CHART. MATT FINISH V.	(PLEASE NOMINATE COLOUR) {PLEASE NOMINATE COLOUR) {PLEASE NOMINATE COLOUR) WILL INCUR ADDITIONAL	CONTACT NUMBER*: 0458 910 022 SITE TYPE* a. residential property b. construction site c. rural property	COWESTE.
CHARGES AND WILL NÉED RE-PRICING.		SITE ACCESS RESTRICTIONS* (NOMINATE ANY OF THE FOLLOWING THAT APPLY TO THE DELIVERY ROAD OR SITE) a. CLEARWAYS e. LOAD WEIGHT LIMIT ON ROAD i. NO THROUGH ROAD b. PEAK HOUR TRAFFIC f. RESTRICTED TURNING CIRCLE J. ONE WAY STREET	
CONCRETE FOUNDATION DESIGN PLEASE NOMINATE IF YOU NEED A CONCRETE FLOOR OR JUST TO ANCHOR YOUR BUILDING.	CONCRETE PIERS	c. LOCKED GATE/ACCESS g. STEEP/TIGHT DRIVEWAY k. NARROW DRIVEWAY <44 d. WET WEATHER ACCESS RESTRICTIONS b. HIEGHT RESTRICTIONS <4M I. OVERHEAD POWERLINES SITE MAP (DRAW A "MUD MAP" FOR SITE DIRECTIONS OR ATTACH A LARGER DRAWING TO THIS DOCUMENT)	
OUR STANDARD SLAB AND/OR PIER DESIGN CAN BE PROVE STRUCTURAL DOCUMENTS SUBJECT TO THE BELOW CO THIS DESIGN WILL BE BASED ON THE SITE BEING NATURALLY LEVEL WITH FILL MATERIAL TO THE BUILDING FOOTPRINT AND NO RETA OR ANY OTHER SITE SPECIFIC WORKS PROVIDE	NDITIONS; NO MORE THAN 600MM OF AINING WALLS		
A SOIL TEST FOR THE SITE WILL BE REQUIRED FOR CLASS 7,8 OR 1a DESIGN BUILDING AND WILL NEED TO BE THE CLIENT BEFORE THE STRUCRUTRAL DOCUMENTS CAN E FOUNDATION DESIGN FOR SITES OUTSIDE OF THESE DETAILS OR WO	ANY PROVIDED BY BE PRODUCED. IRKS OUTSIDE OF THESE		The same
SPECIFICATIONS TO BE PROVIDED BY OTHERS PLEASE NOMINATE YOUR REQUIRED DESIGN*: (TICK ONE) PLEASE PROVIDE A SLAB DESIGN FOR MY SHED			
PLEASE PROVIDE A PIER DESIGN FOR MY SHED (CONRETE PIERS - NO SLAB DESIGN) NO NOT PROVIDE A SLAB/PIER DESIGN (I WILL GET MY SLAB OR PIERS DESIGNED BY OTHERS ENGINEERS.) NOTE: THIRD PARTY DESIGNER WILL NEED TO REFERENCE OUR STRUCTURAL FRAME DESIGN AND TAKE INTO ACCOUNT ITS DESIGN AND THE RELVANT LOADINGS WHEN PERFORMING THE \$LAB/PIER DESIGN.			
780hl.lw	1	10 10 24	

CLIENTS SIGNTURE*: UCONCLUO * DENOTES MANDATORY FIELDS WHICH MUST BE COMPLETED.

DATE*: 10-10-24



PAGE 5 OF 6

It is the responsibility of the Client to ensure they are aware of the terms and conditions in this contract and seek professional independent legal advice in relation to these terms. By purchasing product supplied under this contract, the Client is understanding and accepting the Suppliers terms and conditions of sale:

- 1. What you are about to purchase is the components for a structural steel building. It is not an RTA toy. This building needs to be installed in compliance with the structural engineering supplied. This building is made from standard Rollformed materials which may require cutting and fitting to construct this building.
- 2. The supplier makes no warranty regarding the suitability of the product for the Clients specific purpose or the suitability for the Clients specific location. It is the responsibility of the Client to satisfy themselves of the suitability of the product purchased for their own specific purpose.
- 3. Important: The design class of the kit building quoted is shown on page 1 of the quote. Unless stated otherwise on page 1 of the quote, this kit is not designed for Class 1a (livable buildings). The Supplier makes no claims of this building satisfying Class 1a design unless specifically designed for the purpose and stated on page 1 of the quote.
- 4. Each kit building is designed in accordance with the structural design specification detailed within the inclusions area of the product description. This design is based on the At the time of placement of order the Client is given the opportunity to provide the site details where the kit is to be constructed. Upon receipt of order third party engineers shall reference this site information using mapping software (google maps, etc.) to determine if the site satisfies the engineering specification quoted. Where the site conditions satisfy the engineering specification is shall provide a signed Government Approved certificate of compliance from the third party engineers. Where the engineering specification is not satisfied by the site conditions, the Supplier shall provide the Client with the opportunity to change the ordered building to a design which suits the site conditions with the Client to pay any costs associated with the change. Should the Client not accept these changes the Supplier shall either:
 - (a). Cancel the order and refund any monies paid, or:
 - (b). Supply the building with a covering letter of structural compliance stating the structural design criterial of the building supplied in lieu of the certificate of compliance for the relevant site.
- 5. Where the Client submits the engineering provided for submission to a building/planning authority for approval to construct, and where the Client has paid a deposit only and not authorised for the manufacture of materials (pending building approval), should the governing authority reject the building/planning application, the Supplier shall refund the amount paid, less any third party or administrative costs, subject to the following clauses:
 - (a). The Client provides the Supplier with a letter from the governing authority outlining the rejection of the application.
 - (b). The site location does not allow for the building to be constructed, i.e. the governing authority will not let the Client build over an easement.
 - (c). The Client cannot place the building in another location that will be approved by the governing authority.
 - (d). The Client cannot change the building to a design that can be approved by the governing authority,
 - (e). The Client returns the engineering certification and structural documents and agrees to not use any of the information provided by Supplier in any future building/planning application.
- 6. The kit building will be supplied based on the structural design nominated by the Supplier and the Supplier reserves the right to amend any quoted design.
- 7. It is important to note that these kit buildings are produced in the majority by third-party "rollforming companies" as required. The framing, cladding, doors and windows are all made to order and the finished product is not a stock item. Once the product is made it is non-returnable to the supplier. As the materials for our buildings are produced as required by third parties, any change or cancellation after productions commences, any materials produced (including any costs expended) shall be at the expense of the Client.
- 8. Important: All manufacturing times are quoted as an estimated lead time due to the product being unmade at the time of order. Lead time are established by third party suppliers who estimate availability of raw materials. The actual manufacturing and delivery time may vary according to raw material availability, manufacturing lead-times and delivery factors out of the Supplier, and their third party material suppliers, control. Cancellation of order by client due to extended or altered delivery times will be subject to clause 14 of this contract.

- 9. These kit buildings are produced as required by third party suppliers. These third party suppliers do not provide a long term storage solution for completed buildings, it is a requirement of this contract the client takes delivery within four weeks of notification of the kit being ready. Should the client not take delivery within four weeks, the Supplier reserves the right to charge storage at a suitable location and/or any relevant pricing adjustments or storage costs passed on by third party suppliers. These charges are to be paid in full prior to delivery or collection of the kit.
- \$0. Should the Client not accept delivery or collect within eight weeks notification of being ready, the order will be cancelled in accordance with clause 13 of this contract.
- 11. The Supplier has a responsibility to its employees to provide a safe workplace free from abusive conduct. The Supplier has a zero tolerance approach to any kind of abusive conduct. Any threatening or abusive conduct towards staff or management, be it verbal or written, shall result in immediate cancellation of the order in accordance with clause 13 of this contract.
- 32. Any cancelled order for partially produced buildings shall be refunded less the cost of any material produced, structural certification fees, third party costs and administrative costs. Due to third party contract terms, where more than 50% of the kit materials have been produced, the kit will be completed and the refund will be subject to clause 13 of this contract.
- \$3. Where an order is cancelled in accordance with clauses 8, 10, 11 or 12 above, the Supplier reserves the right to sell these items unreserved via any public sale method available and refund the client at the value of the re-sold price less the cost of any sales expenses (auctioneer fees, etc.) incurred.
- 44. Where delivery is quoted, it is the responsibility of the Client to provide the completed delivery information page within this contract. As this site information may not have been provided prior to entering the contract, the Supplier reserves the right to amend and/or decline any quoted delivery charge based on the clients site information provided within this contract.
- 15. The products supplied are warranted by the material manufacturers. Any warranties provided shall be subject to the terms of the material manufacturers, the Supplier shall provide copies of manufacturer warranty terms for the specific job upon request.
- 16. Important: The Supplier will provide to the client a material check list prior to delivery. It is the responsibility of the Client to check the delivered companents at the time of delivery and advise any material damages, production errors by completing the packing check list supplied and returning via post or email. As the third party suppliers require correctly reported written notification of any shortages, damages or errors, the Supplier will only accept a correctly completed packing check list as notification of any errors. Verbal reporting of errors or damages will be ignored by the Supplier as they cannot be actioned with the third party suppliers. Material are to be checked on a day prior to erectors commencing construction.
- 17. The Supplier has only 24 hours to advise material suppliers of shortages, damages or errors and cannot be responsible for the security of the Clients site, any claim for shortages, damages or errors will not be accepted after Client takes possession of materials. It is the responsibility of the Client to check the kit materials for any damage that may have occurred during manufacture or transport. Damage to product must be reported within 24 hours of possession AND BEFORE COMMENCEMENT OF ANY CONSTRUCTION OF THE KIT MATERIALS. It is the responsibility of the Client to thoroughly check the materials supplied before construction commences. For the avoidance of assigning blame, the Supplier will not accept any claim for material shortages or damages or errors after construction commences. The Supplier will accept no responsibility for any construction loss of time or costs associated caused by failure of the Client to correctly check the materials prior to commencement of construction.
- 18. All kits are supplied with structural engineering. The engineering details is sufficient for a suitably qualified person to erect the building supplied. It is the responsibility of the Client to ensure that whoever is engaged to erect the building is sufficiently educated and experienced as per the requirements of the relevant state building control body. The erector is required to have reading, writing and arithmetic skills equivilent to a secondary education level. The erector is required to know and posess the correct tools to work with steel structures. It is the responsibility of the Client to ensure whoever erects the buildings reads the engineering and any other details provided before commencement and is comfortable with the requirements and procedures to erect the building. The Supplier, and its third party suppliers, take no responsibility, from whatever source, for plea of ignorance in erecting this building once construction commences.



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CLIENTS SIGNATURE*:

MUST BE THE SIGNATURE OF CLIENT NAMED ON PAGE 4

DATE*: 10-10-24

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