

PRELIMINARY AGREEMENT - PART A: CONTRACT PARTICULARS

Contract Number:

ITEM 1. PARTIES

Date:

Builder

Company Name:

ABN:

Licence Number:

SPASA Membership Number:

Notice details:

Address:

Attention to:

Email:

Customer (s)

Name (s):

Notice details:

Address:

Attention to:

Email:

ITEM 2. SITE ADDRESS

Address:

ITEM 3. BUILDER'S OBLIGATIONS

The Customer authorises, requests and instructs the Builder to undertake the following works (tick if required under this agreement).

Arrange for appropriate:

- | | |
|--|---|
| <input type="checkbox"/> Contract Works and Public Liability Insurance | <input type="checkbox"/> Fire ant survey assessment |
| <input type="checkbox"/> Site inspections | <input type="checkbox"/> Site safety assessment |
| <input type="checkbox"/> Soil test assessment | <input type="checkbox"/> Termite barrier assessment |
| <input type="checkbox"/> Contour survey assessment | <input type="checkbox"/> Pool fencing assessment |
| <input type="checkbox"/> Foundation/Engineering design assessment | <input type="checkbox"/> Drainage design assessment |
| <input type="checkbox"/> Boundary survey of the land assessment | |

Prepare:

- Plans and specifications of the intended future work
- An estimate of costs of the intended future work
- A written contract for review

Submit:

- Building application/s to all the appropriate authorities for their approval/certification

Other (If required):

ITEM 4. CUSTOMER'S OBLIGATIONS

The Customer is to arrange (tick if required under this agreement):

- Compliance of Site with any water restriction requirements or other statutory requirements
- Swimming pool fence requirements
- Disposal site for excavated materials

ITEM 5. AGREEMENT PRICE

The Price will be calculated on an hourly basis at the rate of \$ [redacted] per hour (incl. GST) for the time engaged by the Builder completing the Builder's Obligations, plus any Outlays incurred by the Builder in the performing the Builder's Obligations or any part thereof.

OR

The Builder's Obligations will be performed by the Builder for the fixed amount of \$ [redacted] (incl. GST), plus any Outlays incurred by the Builder in performing the Builder's Obligations or any part thereof.

ITEM 6. DATE FOR COMPLETION

The Builder's Obligations will be completed by: [redacted]

OR

The Builder's Obligations will be completed within [redacted] business days of the signing of this Preliminary Agreement by both parties.

Signed by or on behalf of the Builder:

Signature:

[redacted signature box]

Date of signature:

[redacted date box]

Signed by Customer:

Signature:

[redacted signature box]

Date of signature:

[redacted date box]

ORIGINAL - BUILDER

1ST COPY - SUPERVISOR

2ND COPY - CUSTOMER

PRELIMINARY AGREEMENT - PART B: GENERAL CONDITIONS

1. Definitions

Completion means the stage of the Preliminary Works when the Builder has fulfilled all of the Builder's Obligations.

Builder means the person or business identified as the Builder in item 1 of Part A.

Builder's Obligations means the work identified in item 3 of Part A to be done by the Builder.

Date for Completion means the date specified in item 6 of Part A.

Date of Completion means the date on which the Builder has fulfilled the Builder's Obligations.

Customer means the person or business identified as the Customer in item 1 of Part A.

Customer's Obligations means the work identified in item 4 of Part A to be done by the Customer.

Outlays means any out of pocket expenses reasonably incurred by the Builder in carrying out the Preliminary Works.

Price means the agreement price specified in item 5 of Part A. It includes all known expenses which may be incurred by the Builder in completing the Builder's Obligations, including any GST or other Tax, levy or fee on any item required to complete the Builder's Obligations. It excludes Outlays.

Site means the area on which the Works are to be undertaken, as specified in item 2 of Part A.

SPASA means the Swimming Pool and Spa Association of Australia Ltd.

Preliminary Agreement means this agreement, including Parts A and B.

Preliminary Works means all the work and supply of materials necessary to perform the Builder's Obligations.

2. Preliminary Agreement

This document is an agreement for preliminary matters to be undertaken in connection with proposed works. This agreement is not for carrying out any part of the actual construction, installation or renovation works that may be required, and neither party is, by entering into this agreement, obligated to enter into any further agreement or contract for the performance of such works.

3. Scope of Works

The Builder must fulfil the Builder's Obligations in a proper and professional manner by the Date for Completion.

4. Payment

- (a) If the Price is to be calculated on an hourly basis, the Customer must pay the Builder the Price within 7 days of the Builder notifying the Customer that Completion has been reached.
- (b) If the Price is calculated on a fixed price basis, the Customer must pay the Builder the Price within 7 days of the signing of this Preliminary Agreement by both parties.

5. Access

The Builder, Builder's employees, sub-contractors and/or agents are entitled to enter the Site at any time for the purposes of carrying out the Preliminary Works.

6. Customer's Obligations

The Customer will carry out all of the Customer's Obligations.

7. Copyright

- (a) The Builder owns the copyright and intellectual property in any and all plans, instructions, specifications, computations, drawings and any other document or documents created by the Builder for the purpose of completing the Preliminary Works, until the Date of Completion, when ownership of the copyright and intellectual property in these documents will pass to the Customer; and
- (b) the Customer is not granted a licence or permission to use any documents in which the Builder owns copyright, in connection with this Site or elsewhere, without the Builder's written consent.

8. Subsequent Works Contract

Where the Customer enters into a subsequent works contract with the Builder for the supply, installation, renovation or construction of the proposed swimming pool/spa pool the Price may be deducted from the deposit or any other initial payment required to be paid under that subsequent contract.

9. Dispute Resolution

Disputes between the Customer and the Builder arising under or in connection with this Preliminary Agreement may be referred to a mutually agreed third party, whose role will be to assist in the resolution of the dispute in the first instance. If the dispute cannot be resolved through such negotiation or mediation, either party must then give a written notice to the other parties advising that they intend to resolve the matter through other legal means as appropriate.