
Application for Planning

S.57 Land Use Planning and Approvals Act 1993

The following application has been received:

Application No.: **DA2025220**

Location: **43 Southwood Avenue, Penguin**

Proposal: **Residential - shed and retaining walls**

The application may be inspected at the Administration Centre, 19 King Edward Street, Ulverstone during Office hours and on the council's website: www.centralcoast.tas.gov.au Any person may make representation in relation to the applications (in accordance with S.57(5) of the Act) by writing to the Chief Executive Officer, PO Box 220, Ulverstone 7315 or by email to admin@centralcoast.tas.gov.au and quoting the Application No. Any representations received by the Council are classed as public documents and will be made available to the public where applicable under the *Local Government (Meeting Procedures) Regulations 2025*.

The representation must be made on or before 19 March 2026

Date of Notification: **4 March 2026**

CENTRAL COAST COUNCIL

PO Box 220
19 King Edward Street
ULVERSTONE TASMANIA 7315
Ph: (03) 6429 8900
Email: planning@centralcoast.tas.gov.au
www: centralcoast.tas.gov.au



Land Use Planning and Approvals Act 1993 Tasmanian Planning Scheme – Central Coast

PLANNING PERMIT APPLICATION

CENTRAL COAST COUNCIL
LAND USE PLANNING

Received: 16/09/2025
Application No: DA2025220
Doc ID: 531591

Office use only: Zone: Permit Pathway – NPR/Permitted/Discretionary

Use or Development Site:

Site Address: 43 Southwood Avenue Penguin 7316

Certificate of Title Reference: 183488

Land Area: 653 Heritage Listed Property: NO YES

Applicant(s)

First Name(s): Daniel Surname(s): Richardson

Company name (if applicable): Contact No: 0499950249

Postal Address: 43 Southwood Avenue Penguin 7316

Email address: Dricho1_84@mail.com

Please tick box to receive correspondence and any relevant information regarding your application via email.

Owner(s) (note – if more than one owner, all names must be indicated)

First Name(s)

Daniel

Middle Names(s)

Phillip

Surname(s)

Richardson

Company name (if applicable)

Postal Address:

43 Southwood Avenue Penguin 7316

PERMIT APPLICATION INFORMATION

(If insufficient space for proposed use and development, please attach separate documents)

“USE” is the purpose or manner for which land is utilised.

Proposed Use

Use Class
Office use only

“Development” is the works required to facilitate the proposed use of the land, including the construction or alteration or demolition of buildings and structures, signs, any change in ground level and the clearing of vegetation

Proposed Development (please submit all documentation in PDF format to planning@centralcoast.tas.gov.au separating A4 documents & forms from A3 documents).

Value of the development – (to include all works on site such as outbuildings, sealed driveways and fencing)

\$.....16470.....Estimate/ Actual

Total floor area of the development30sqm.....m²

Declaration of Notice to Landowner

If land is NOT in the applicant’s ownership

I _____, declare that the owner/each of the owners of the land has been notified of the intention to make this permit application under section 52(1) of the *Land Use Planning and Approvals Act 1993*.

Signature of Applicant

Date

If the application involves land within a Strata Corporation

I _____, declare that the owner/each of the owners of the body corporation has been notified of the intention to make this permit application.

Signature of Applicant _____

Date _____

If the application involves land owned or administered by the CENTRAL COAST COUNCIL

Central Coast Council consents to the making of this permit application.

General Managers Signature _____

Date _____

If the permit application involves land owned or administered by the CROWN

I, _____ the Minister responsible

for the land, consent to the making of this permit application.

Minister (Signature) _____

Date _____

NB: If the site includes land owned or administered by the Central Coast Council or by a State government agency, the consent in writing (a letter) from the Council or the Minister responsible for Crown land must be provided at the time of making the application - and this application form must be signed by the Council or the Minister responsible.

Applicants Declaration

I/ we Daniel Richardson _____ declare that the information I have given in this permit application to be true and correct to the best of my knowledge.

Signature of Applicant/s _____



Date 16/09/2025

Office Use Only	
Planning Permit Fee	\$
Public Notice Fee	\$
Permit Amendment / Extension Fee	\$
No Permit Required Assessment Fee	\$
TOTAL	\$

Validity Date	

CENTRAL COAST COUNCIL
LAND USE PLANNING

Received: 28/11/2025

Application No: DA2025220

Doc ID: 539012

SEARCH OF TORRENS TITLE

VOLUME 183488	FOLIO 19
EDITION 3	DATE OF ISSUE 19-Aug-2024

SEARCH DATE : 28-Nov-2025

SEARCH TIME : 11.14 AM

DESCRIPTION OF LAND

Town of PENGUIN
 Lot 19 on Sealed Plan 183488
 Derivation : Part of 50A-2R-0P Gtd. to W. Splean
 Prior CT 181413/95

SCHEDULE 1

N130154 TRANSFER to DANIEL PHILLIP RICHARDSON Registered
 30-May-2023 at noon

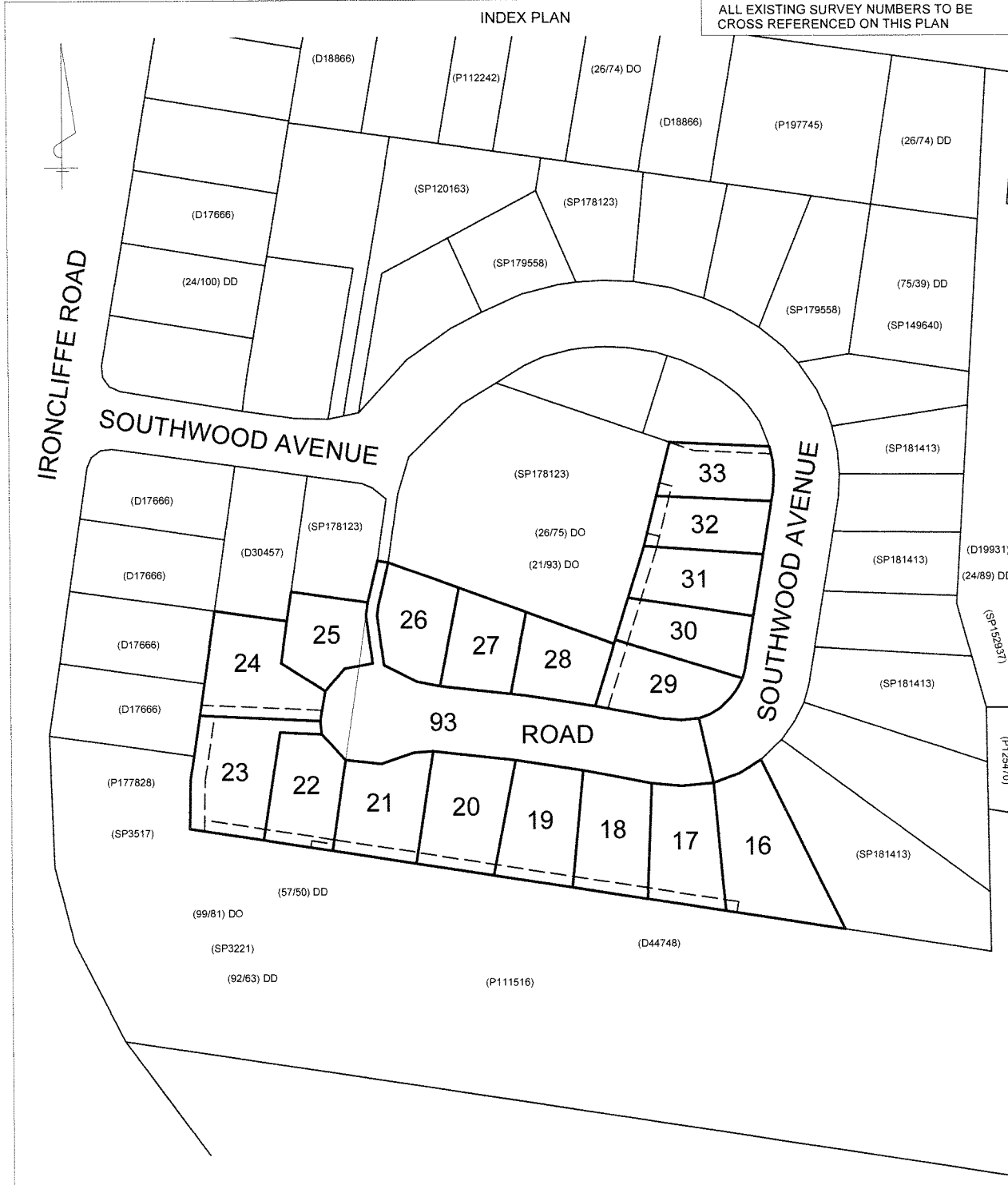
SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP183488 EASEMENTS in Schedule of Easements
 SP183488 COVENANTS in Schedule of Easements
 SP183488 FENCING PROVISION in Schedule of Easements
 SP178123, SP179558 & SP181413 COVENANTS in Schedule of
 Easements
 SP178123, SP179558 & SP181413 FENCING PROVISION in Schedule of
 Easements
 E391476 MORTGAGE to AFSH Nominees Pty Ltd Registered
 19-Aug-2024 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

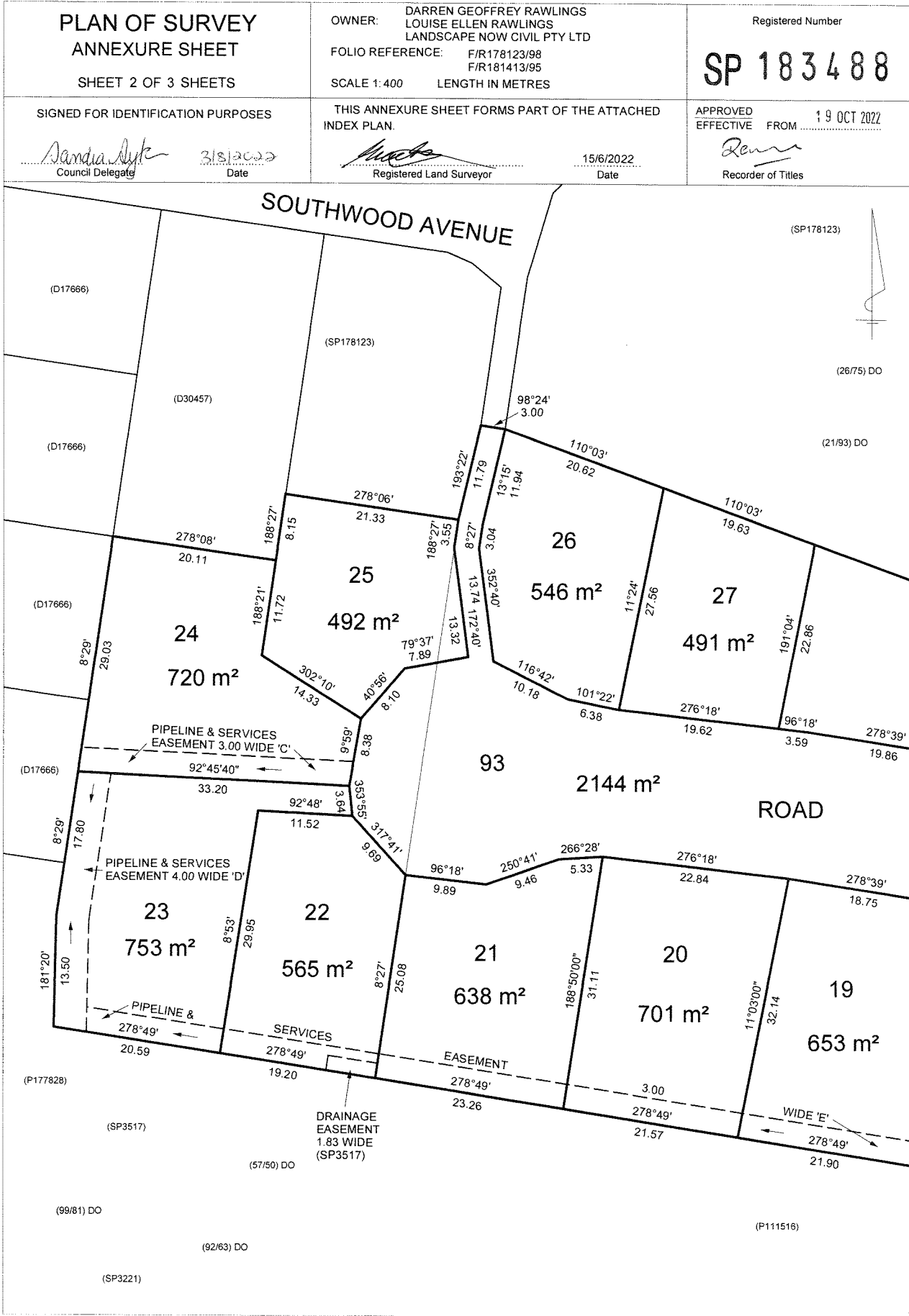
No unregistered dealings or other notations

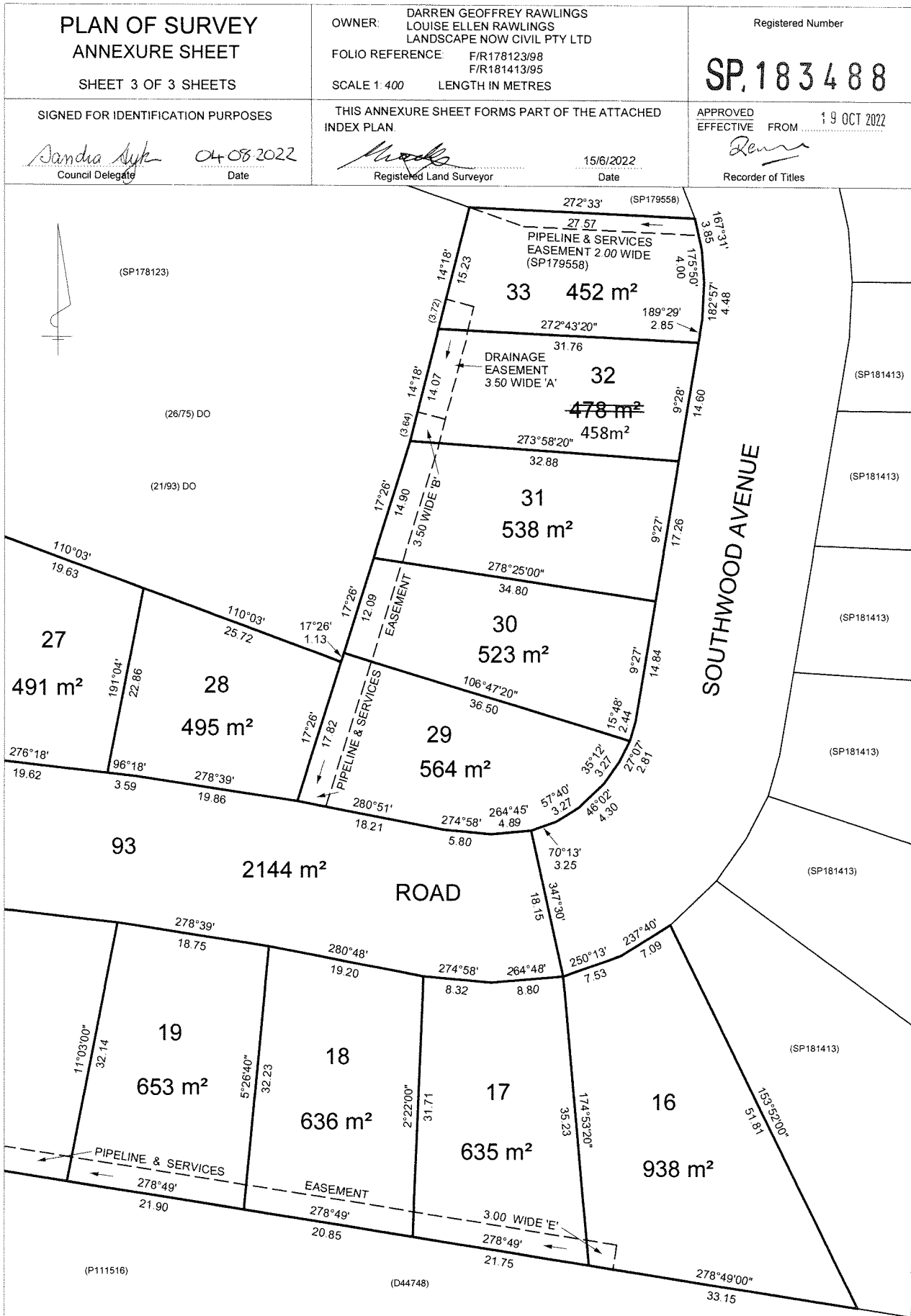
<p>OWNER: DARREN GEOFFREY RAWLINGS LOUISE ELLEN RAWLINGS LANDSCAPE NOW CIVIL PTY LTD</p> <p>FOLIO REFERENCE: F/R178123/98 F/R181413/95</p> <p>GRANTEE: Part of 50A-2R-0P Gtd. to W. Splean.</p>	<p>PLAN OF SURVEY</p> <p>BY SURVEYOR: LEN C. MACKENZIE LOCATION: Town of PENGUIN</p> <p>15/6/2022 SCALE 1: 1000 LENGTHS IN METRES</p>	<p>REGISTERED NUMBER SP183488</p> <p>APPROVED EFFECTIVE FROM 19 OCT 2022</p> <p><i>Len C. Mackenzie</i> Recorder of Titles</p>
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Len C. Mackenzie
Registered Land Surveyor
15/6/2022
Date

Sandra Lydon
Council Delegate
31/5/2023
Date





CENTRAL COAST COUNCIL LAND USE PLANNING	
Received:	28/11/2025
Application No:	DA2025220
Doc ID:	539010

SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP183488

PAGE 1 OF 4 PAGES

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

Lots 16-23 are each subject to a pipeline and services easement in gross as defined herein (in favour of TasWater) over the land marked PIPELINE & SERVICES EASEMENT 3.00 WIDE "E" ("the Easement Land") passing through such lot on the plan

Lot 22 is subject to a right of drainage (appurtenant to lot 97 on Sealed Plan 178123 and the balance of land remaining in Conveyance No 40-6418 at the date of acceptance of Sealed Plan 65079) over the land marked DRAINAGE EASEMENT 1.83 WIDE passing through that lot on the plan


Lot 23 is subject to a pipeline and services easement in gross as defined herein (in favour of TasWater) over the land marked PIPELINE & SERVICES EASEMENT 4.00 WIDE "D" ("the Easement Land") passing through that lot on the plan

Lot 24 is subject to a pipeline and services easement in gross as defined herein (in favour of TasWater) over the land marked PIPELINE & SERVICES EASEMENT 3.00 WIDE "C" ("the Easement Land") passing through that lot on the plan

Lots 29-32 are each subject to a pipeline and services easement in gross as defined herein (in favour of TasWater) over the land marked PIPELINE & SERVICES EASEMENT 3.50 WIDE "B" ("the Easement Land") passing through such lot on the plan

Lots 32 & 33 are each subject to a right of drainage in gross (in favour of Central Coast Council) over the land marked DRAINAGE EASEMENT 3.50 WIDE "A" passing through such lot on the plan

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: D G & L E RAWLINGS and LANDSCAPE NOW CIVIL P/L	PLAN SEALED BY: CENTRAL COAST COUNCIL
FOLIO REF: 178123-98 & 181413-95	DATE:
SOLICITOR: GRAHAM WOODHOUSE CONVEYANCING	DA 2018017 REF NO.
	 Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 4 PAGES</p>	<p>Registered Number</p> <p>SP 183488</p>
<p>SUBDIVIDER: D G & L E RAWLINGS and LANDSCAPE NOW CIVIL P/L FOLIO REFERENCE: 178123-98 & 181413-95</p>	

Lot 33 is subject to a pipeline and services easement in gross created by and more fully set forth in Sealed Plan 179558 (in favour of TasWater) over the land marked PIPELINE & SERVICES EASEMENT 2.00 WIDE passing through that lot on the plan

FENCING PROVISION

In respect to the lots on the plan the vendor (Darren Geoffrey Rawlings, Louise Ellen Rawlings and Landscape Now Civil Pty Ltd) shall not be required to fence

COVENANTS

The owners of the lots on the plan are affected by covenants created by and more fully set forth in Sealed Plan 178123, Sealed Plan 179558 and Sealed Plan 181413 in the following terms-

1. Not to erect or construct any dwelling house, garage or garages or the outbuildings or fencing usually appurtenant thereto and normally used in connection with a dwelling house if the dwelling house on such lot-
 - (a) is a construction or re-erection of a building which has previously been pulled down or demolished
 - (b) is a relocation of a previously erected building
 - (c) has its exterior walls or roof clad with previously used or second-hand materials
 - (d) is a Dutch barn or similar type of construction

INTERPRETATION

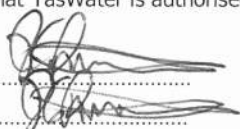
"TasWater" means Tasmanian Water & Sewerage Corporation Pty Ltd (ACN 162 220 653) its successors and assigns

"Pipeline and Services Easement" means-

FIRSTLY, the full and free right and liberty for TasWater and its employees, contractors, agents and all other persons duly authorised by it, at all times to:

- (1) enter and remain upon the Easement Land with or without machinery, vehicles, plant and equipment;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;

D G Rawlings:
Director:



L E Rawlings:
Director:



NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

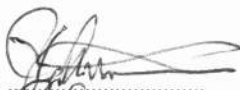
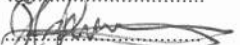
ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 4 PAGES	Registered Number SP, 183488
SUBDIVIDER: D G & L E RAWLINGS and LANDSCAPE NOW CIVIL P/L FOLIO REFERENCE: 178123-98 & 181413-95	

- (3) install, retain, operate, modify, relocate, maintain, inspect, cleanse, repair, remove and replace the Infrastructure;
- (4) run and pass sewage, water and electricity through and along the Infrastructure;
- (5) do all works reasonably required in connection with such activities or as may be authorised or required by any law:
 - (a) without doing unnecessary damage to the Easement Land; and
 - (b) leaving the Easement Land in a clean and tidy condition;
- (6) if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and any other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any vehicle entry and cross the Lot to the Easement Land; and
- (7) use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot

SECONDLY, the benefit of a covenant in gross for TasWater with the registered proprietor of the Easement Land and their successors and assigns not to erect any building, or place any structures, objects, vegetation, or remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land, without the prior written consent of TasWater to the intent that the burden of the covenant may run with and bind the servient land and every part thereof and that the benefit thereof may be annexed to the easement herein described

"Infrastructure" means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

- (a) sewer pipes and water pipes and associated valves;
- (b) telemetry and monitoring devices;
- (c) inspection and access pits;
- (d) electricity assets and other conducting media (excluding telemetry and monitoring devices); \
- (e) markers or signs indicating the location of the Easement Land or any other Infrastructure or any warnings or restrictions with respect to the Easement Land or any other Infrastructure;
- (f) anything reasonably required to support, protect or cover any other Infrastructure;

D G Rawlings: 
 Director: 

L E Rawlings: 
 Director: 

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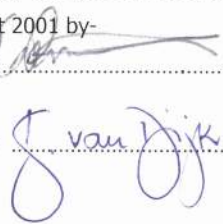
ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 4 PAGES	Registered Number SP, 183488
SUBDIVIDER: D G & L E RAWLINGS and LANDSCAPE NOW CIVIL P/L FOLIO REFERENCE: 178123-98 & 181413-95	

- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and
- (h) where the context permits, any part of the Infrastructure

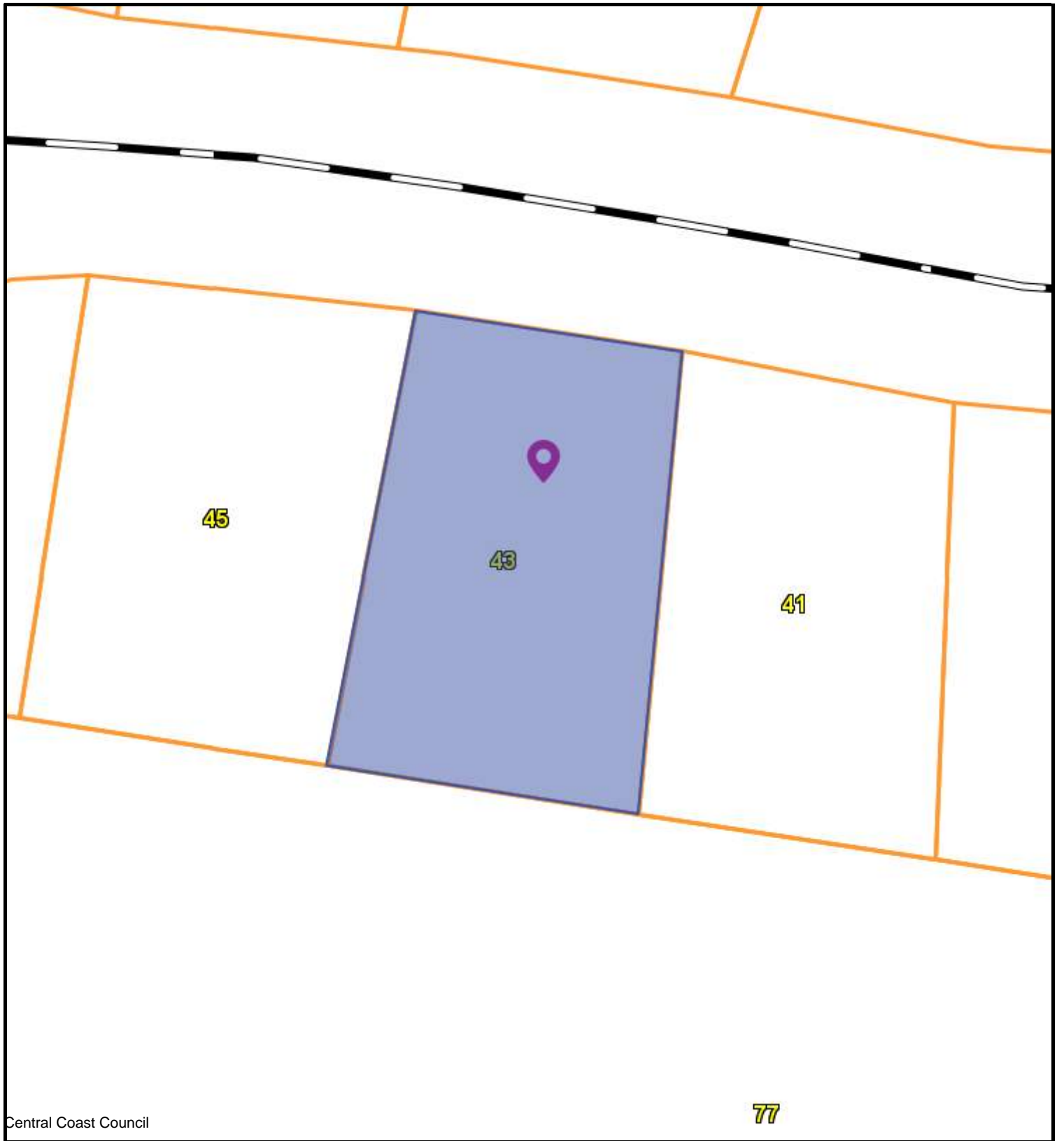
Signed by DARREN GEOFFREY RAWLINGS & LOUISE ELLEN RAWLINGS)
 being the registered proprietor of Folio 178123-98 in the presence of)
 Witness *signature:*)
 Print Full Name: GRAHAM WOODHOUSE
 Postal Address: 4 CATTLEY STREET, BURNIE TAS.



Signed for and on behalf of LANDSCAPE NOW CIVIL PTY LTD (ACN 626 579 333)
 being the registered proprietor of Folio 181413-95 in accordance with
 section 127 Corporations Act 2001 by-
 Director *signature:*
 Darren Geoffrey Rawlings
 Director/Secretary *signature:*
 Kathryn Mary van Dijk



NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.



Central Coast Council

77



CENTRAL COAST COUNCIL
 19 King Edward St
 Ulverstone
 TAS 7315
 Telephone: 03 6429 8900
 admin@centralcoast.tas.gov.au



2-Mar-2026

**43 SOUTHWOOD AVENUE,
 PENGUIN
 DA2025220**

IMPORTANT

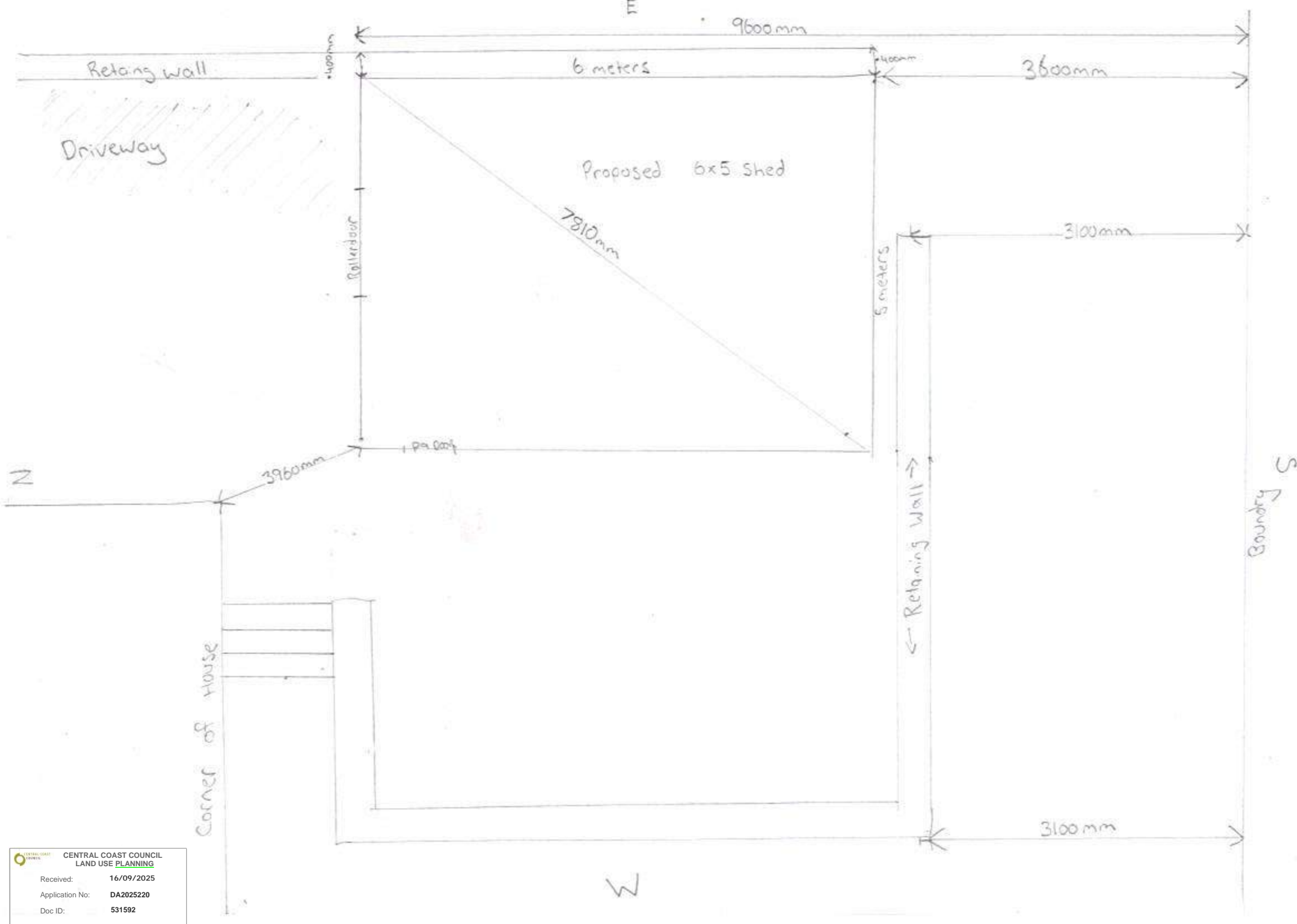
This map was produced on the GEOCENTRIC DATUM OF AUSTRALIA 1994 (GDA94), which has superseded the Australian Geographic Datum of 1984 (AGD66/84). Heights are referenced to the Australia Height Datum (AHD). For most practical purposes GDA94 coordinates, and satellite derived (GPS) coordinates based on the World Geodetic Datum 1984 (WGS84), are the same.

Disclaimer

This map is not a precise survey document
 All care is taken in the preparation of this plan; however, Central Coast Council accepts no responsibility for any misprints, errors, omissions or inaccuracies. The information contained within this plan is for pictorial representation only. Do not scale. Accurate measurement should be undertaken by survey.
 © The List 2025.
 © Central Coast Council 2025.

10 m

Scale =
1:366.660



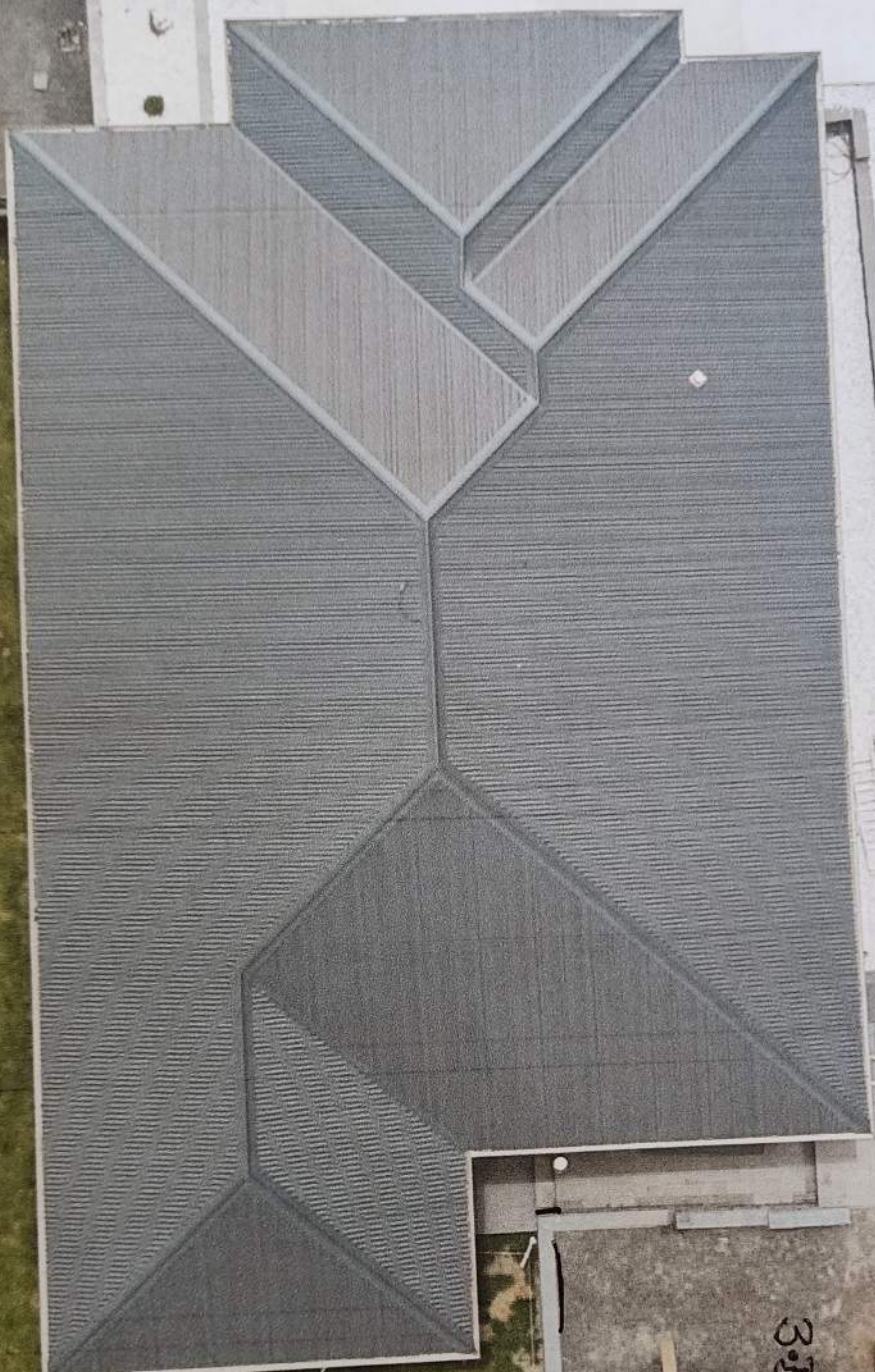


CENTRAL COAST COUNCIL
LAND USE PLANNING

Received: 16/02/2026

Application No: DA2025220

Doc ID: 545128



Stormwater drain #1

4x6m Shed

500mm

4.16m

3.34m

7.55m

7.036m

608m

3m



139 Main Road Sorell 7172 Tas

t: 1300 737 910 f: 03 6265 3144

w: rainbowbuilding.com.au e: sales@rainbowbuilding.com.au

Quote Valid for 30 days.

20/08/2025

Application for Credit to Rainbow Roofing & Garages Pty Ltd (ABN 83 114 191 481) T/A Rainbow Building Solutions / **Contract**

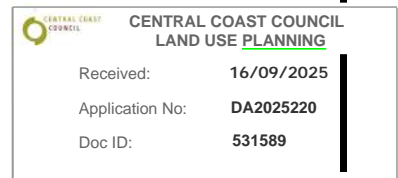
Name of Buyer/Customer: Viv Oates (for Penguin) Quote No: KING01_10694
 Postal Address: TBC,
 Site Address: Penguin, Penguin, TAS, 7316
 Telephone: 0428375336 | Mobile: 0428375336 | Email: vivoates@bigpond.com

Goods (also referred to in the General Terms & Conditions of Trade as the Collateral) sought to be purchased
 Description of Building: 5000 x 6000 x 2800mm shed with 1 r/door, 1 Pa door.
 Notes/Extras: -

Design Factors: Importance Level 1 & 2, Region A, Terrain Cat 2.5 (41 m/s). Class 10a & 7b only, other POA.
 Other Details: Price also includes all engineers' plans, specs & slab design ready for council submission to suit soil type Class A, S & M only. Other soil types POA. Additional charges may apply for a site plan, BAL Assessment, Speciality Environmental or Management Reports if required by local council. No allowance has been made for any additional loads, ie hoists, snow loads or solar panels etc. Please enquire if required.

Building type:	Gable Shed		See sketch for door and/or window opening sizes.		
	Width	Length	Height	Roof Pitch	Bay Size
Main	5.00m	6.00m	2.80m	11°	2 @ 3m
Left Leanto	NA	NA	NA	NA	
Right Leanto	NA	NA	NA	NA	

Wall Cladding: 0.42 BMT (0.47 TCT) K-Panel Low Rib Colorbond®, Monument
Roof Cladding: 0.42 BMT (0.47 TCT) Corrugated Colorbond®, Monument
Skylight: 0 Skylights Panels,
Roller Doors: 1 x 2400H x 2650W (Opening: 2400H x 2590W) Series A Roller Door Manual Lift Colorbond Monument
PA Doors: 1 x PA Door 820w x 2040h, 180 deg outward opening Colorbond Monument
Windows: No Windows
Glass Sliding Doors: No Glass Sliding Doors
Roof Vents: No Roof Vents
Barge: Garage Barge, Monument
Gutter: Quad Gutter 115 High Tensile, Monument
Down Pipes: 90mm round PVC, no allowance to connect downpipes, by licensed plumber
Wall Insulation: No Insulation.
Roof Insulation: No Insulation.



Kit Total - delivered to site:	\$9,270.00
Deposit - required to secure engineering plans and order building (20%): (Payable upon signing contract)	\$1,850.00
Kit Balance - payable as two (2) equal progress claims: upon order and before delivery to site:	\$7,420.00
Council Approvals - including site plan (Form 35), planning approval incl. advertising, private building surveyor, building notification fees, TasWater Exemption, admin fee. A signed Agent Authorisation form is also required: (Payable upon signing contract.)	Not Included
Concrete Slab - assuming cleared and level ground with maximum fall +/- 100mm (excavation POA), stable soil. No allowance for rock breaker or rock removal or removal of any fill or soil (remain on site). Includes concrete pump. Finished slab height (FFL) to be 150-200mm minimum above ground level (NGL). No allowance for any steps, ramps or aprons outside of the building footprint, POA. Subject to site inspection. (Payable upon completion of the works)	Not Included
Installation - onto existing concrete slab or footings, mains power required on site at all times (generator \$150 extra per day if no mains). Installed in accordance with WHS Act & Regulations 2012. Down pipes and plumbing connection by others: (Payable upon completion of the works)	Not Included
Grand Total (inc GST):	\$9,270.00

To convert this quote into a contract of sale please complete the information below and contact us:




20/08/2025

Quote No: KING01 10694

<p>Order before Council Approval <input type="checkbox"/></p> <p>I understand that I am liable for the building regardless if I receive Council approval or not. Any cancellations or change to size or colour will not be accepted <u>after</u> 24 hours of ordering.</p>	<p>Await Council Approval <input type="checkbox"/></p> <p>Condition subsequent: I understand that upon acceptance of this Application by the Seller this Contract comes into being provided always that this Contract thereafter automatically terminates; (a) if the Local Council rejects my application for approval for the construction of the building for which the Goods/collateral sought to be purchased are to be used, then upon such rejection, I am entitled to a refund of my deposit less the cost of engineering plans & certificates retained by you for the cost of the plans; or alternatively (b) in the event that any Credit Report obtained by you is not favourable, (and thereafter you do not accept this application); I am entitled to a refund of my deposit less the cost of engineering plans & certificates. (c) in the event of any published price variations whilst awaiting for council approval or otherwise the contracted price may vary during this time.</p>
<p>Order Products Now <input type="checkbox"/></p> <p>Date: _____</p> <p>Initials: _____</p>	
<p>I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Rainbow Roofing & Garages Pty Ltd T/A Rainbow Building Solutions which form part of and are intended to be read in conjunction with this QUOTE / CONTRACT form and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.</p>	
<p>Rainbow/Supplier Signature: _____</p> <p>Full Name: Nick Smith</p> <p>Date: _____</p>	<p>Customer/Client Signature: _____</p> <p><small>Customer (Referred to the General Terms & Conditions of Trade as The Buyer)</small></p> <p>Full Name: Viv Oates (for Penguin)</p> <p>Date: _____</p>

Optional Extras: Not already included in price, unless otherwise stated specifically on page 1:

Tick as many as applicable:

<p>Foam Cell Shed Liner – 4.0mm Reflects up to 95% radiant heat, allowing for cooler internal conditions in hot and humid climates. No support mesh required. Not suitable for commercial buildings. Extra Heavy Duty (EHD) rating, providing maximum strength and durability. Aids in the prevention of condensation. Includes a 150mm foil flap to maximise coverage and requires no taping for rapid installation. Incorporates an anti-glare coating on one side for added install safety.</p>	<p>Wall Insulation: \$990.00</p>		<input type="checkbox"/>
	<p>Roof Insulation: \$495.00</p>		<input type="checkbox"/>
			
<p>Remote operated roller door motors Merlin MR655evo - for roller doors up to and including 3.0h x 3.4w -all units above come with 2 keychain remotes + 1 wall mount remote</p>	<p>\$460.00 extra</p>		<input type="checkbox"/>
<p>Dust and vermin flashing to slab/wall junction A strong steel Colorbond® (to match the wall colour) perimeter edging. Helps prevent rain, wind, dust, vermin, snakes and vegetation entering through the ribs of wall cladding. Also helps seal up bottom of wall cladding up to BAL40. Comes in approx. 1.0 – 4.0m lengths. To be installed at point of construction.</p>	<p>\$18.00 per lineal metre</p>		<input type="checkbox"/>
<p>Roof whirly birds in colorbond 300mm throat diameter ventilators exhaust hot air trapped in the roof space and lowers inside temperatures. Dampness and condensation are removed helping prevent mould and mildew. Suitable on all roof pitches Provides natural ventilation powered by the wind.</p>	<p>\$190.00 Each.</p>		<input type="checkbox"/>

The Rainbow Guarantee

*Rainbow guarantees to deliver your shed in full, every time.**

As an independent Tasmanian owned and operated business, Rainbow has developed a strict and thorough quality control and detailed checking system over the past decade - to help reduce and even eliminate the chance of damaged or missing parts in each and every shed we deliver. We are so confident that everything will be delivered to site as expected, that if you do discover a discrepancy, just call us and we will make it our top priority to immediately rectify the situation. Rainbow will be responsible for the cost of repair or replacement of parts and delivery for an appropriate resolution. Together with our 15 year BlueScope Steel Warranty, we believe in solid measures to guarantee you get exactly what you expect in a Rainbow shed, and enjoy it for years to come.

*Conditions apply, visit <http://www.rainbowbuilding.com.au/terms-and-conditions/>

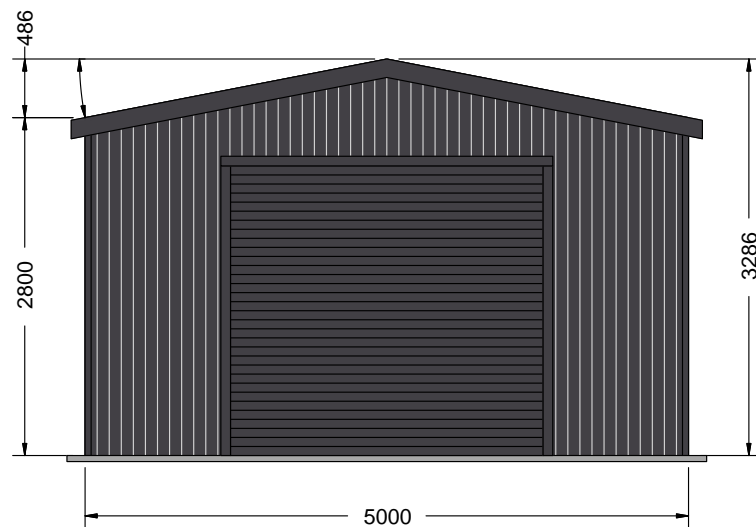
COLORBOND®, BlueScope, the BlueScope brand mark and ® colour names are registered trade marks of BlueScope Steel Limited. Activate™ and ™ colour names are trade marks of BlueScope Steel Limited. © 2014 BlueScope Steel Limited ABN 16 000 011 058. All rights reserved.



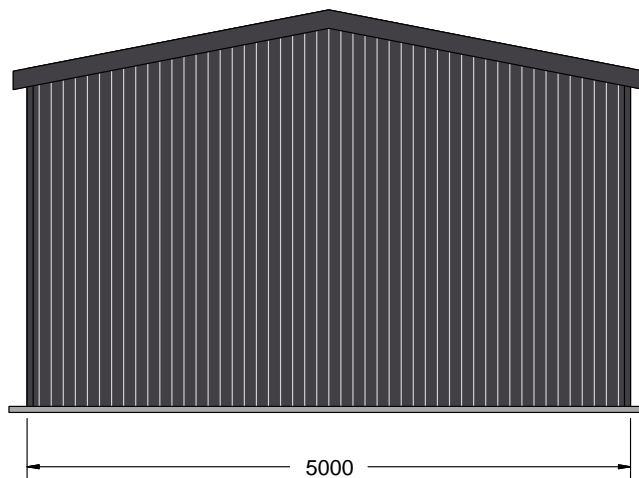
Rainbow Roofing & Garages Pty Ltd T/A Rainbow Building Solutions – Terms & Conditions of Trade

1.	Definitions	Goods. The Supplier is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.	every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that the Supplier is unable to supply the Services as agreed solely due to any action or inaction of the Client, then the Supplier shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date, and/or for storage of the Goods.
1.1	"Acknowledgment Document" means the document signed by the Client in conjunction with these Terms and Conditions of Trade and applicable if the Supplier elects, whereby the Client acknowledges the extent and effect of the provision of security the Client provides to the Supplier in consideration of the provision of Goods or Services.	5. Change in Control 5.1 The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustee/s, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.	11. Worksite Access and Condition 11.1 The Supplier is not responsible for the removal of rubbish from or clean-up of the building/construction Worksite/s. All rubbish generated by the Supplier will be placed in a designated area appointed by the Client but the responsibility of removal of same is the Client or the Client's employees otherwise agreed. It is the intention of the Supplier and agreed by the Client that: (a) the Client shall ensure that the Supplier has clear and free access to the Worksite at all times to enable them to undertake the Services (including carrying out Worksite inspections, gain signatures for required documents, and for the delivery and installation of the Goods). Additional labour costs shall apply and treated as a variation in accordance with clause 7.2 in the event that the Supplier has to hire any additional equipment (such as scissor lifts etc) to gain unobstructed access to the Worksite and/or to complete the Services. The Supplier shall not be liable for any loss or damage to the Worksite (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of the Supplier;
1.2	(b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's executors, administrators, successors and permitted assigns.	6. Finance 6.1 If this Contract is conditional upon the Client obtaining capital funding from a financial institution, then they shall provide the Supplier with written confirmation of the loan approval within five (5) working days of the date of signing this Contract. In the event any such loan application is declined then the Client shall have the right to withdraw from this Contract subject to the Client providing the Supplier with written evidence within five (5) working days of the date of signing this Contract that the loan was declined. Upon receipt of such evidence the Supplier shall refund the Client any deposit paid less any expenses incurred by the Supplier for any Services performed to date.	(b) it is the Client's responsibility to provide the Supplier, while at the Worksite, with adequate access to available water, electricity, toilet and washing facilities; (c) the Client shall contact adjoining neighbours and gain their permission to remove any walls or fences on boundaries and unless otherwise agreed, it shall be the Client's responsibility to organise either temporary fencing and/or subject to the Client's request, to secure the Worksite during the performance of the Services by the Supplier and shall be liable for all costs associated in taking all reasonable precautions to protect against destruction or damage by way of vandalism or theft. Failure to comply with this clause 11.2(c) in the event that the Worksite is destroyed or damaged due to vandalism then the Client shall be responsible for replacement or repairs to the Worksite.
1.3	"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial, commercial affairs, Contract, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details, next of kin and other contact information (where applicable), previous credit applications (credit history) and pricing details.	7. Price and Payment 7.1 At the Supplier's sole discretion, the Price shall be either: (a) as indicated on invoices provided by the Supplier to the Client in respect of Services performed or upon placement of an order for the Goods; or (b) the Price as at the date of delivery of the Services according to the Supplier's current price list, as previously disclosed to the Client upon the Client's placement of an order for Goods; or (c) the Price as set out in clause 7.2 which shall be binding upon the Supplier provided that the Client shall accept the Supplier's quotation in writing within thirty (30) days.	11.2 The Client agrees to be present at the Worksite when and as reasonably requested by the Supplier and its employees, contractors and/or agents. The Client, or a third party authorised by the Client, shall by supplying a written request to the Supplier have the right to reasonable access to the Worksite, and to view the Services performed there that: (a) the Client/third party must not interfere with or hinder the Supplier's access to the Worksite or the progress of the Services; (b) the Client/third party must not access the Worksite without the Supplier's approval; (c) the Client/third party must not make inquiry of, or issue any directive or instruction to, the Supplier's employees or sub-contractors and must communicate solely with the Supplier. Furthermore, the Client acknowledges and agrees that they shall not be entitled to rely on any representation or assurance made by any of the Supplier's employees or sub-contractors unless confirmed in writing by the Supplier;
1.4	"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	7.2 The Supplier reserves the right to change the Price: (a) if a variation to the Goods which are to be supplied is requested; or (b) if a variation to the Services originally scheduled (including any applicable plans, consents, permits or specifications) is requested; or (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather, limitations to accessing the Worksite, obscured building/Worksite defects, incorrect measurements and/or specifications provided by the Client, as a result of delays from third party suppliers, safety considerations (discovery of asbestos, etc.), prerequisite work by any third party not being completed, lack of required utilities, additional equipment required, remedial work required due to existing workmanship being of a poor quality or non-compliant to the building code, hard rock barriers below the surface, iron reinforcing rods in concrete or hidden pipes and wiring, etc.) which are only discovered on commencement of the Services; or (d) in the event of increases to the Supplier in the cost of labour or Goods	11.3 The Client agrees to be present at the Worksite when and as reasonably requested by the Supplier and its employees, contractors and/or agents. The Client, or a third party authorised by the Client, shall by supplying a written request to the Supplier have the right to reasonable access to the Worksite, and to view the Services performed there that: (a) the Client/third party must not interfere with or hinder the Supplier's access to the Worksite or the progress of the Services; (b) the Client/third party must not access the Worksite without the Supplier's approval; (c) the Client/third party must not make inquiry of, or issue any directive or instruction to, the Supplier's employees or sub-contractors and must communicate solely with the Supplier. Furthermore, the Client acknowledges and agrees that they shall not be entitled to rely on any representation or assurance made by any of the Supplier's employees or sub-contractors unless confirmed in writing by the Supplier;
1.5	"Cookies" means small files which are stored on a user's computer. They are used to "note a Client's consent" and to enhance the Client's personal information specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using the Supplier's website, then the Client shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website, prior to making enquiries via the website.	7.3 Variations will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Client shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	11.4 The Client agrees to be present at the Worksite when and as reasonably requested by the Supplier and its employees, contractors and/or agents. The Client, or a third party authorised by the Client, shall by supplying a written request to the Supplier have the right to reasonable access to the Worksite, and to view the Services performed there that: (a) the Client/third party must not interfere with or hinder the Supplier's access to the Worksite or the progress of the Services; (b) the Client/third party must not access the Worksite without the Supplier's approval; (c) the Client/third party must not make inquiry of, or issue any directive or instruction to, the Supplier's employees or sub-contractors and must communicate solely with the Supplier. Furthermore, the Client acknowledges and agrees that they shall not be entitled to rely on any representation or assurance made by any of the Supplier's employees or sub-contractors unless confirmed in writing by the Supplier;
1.6	"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999 (Cth). "Intended Use" means a product and its use thereof, for which the building product is intended to be or is normally to be associated with a building.	7.4 At the Supplier's sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by the Supplier or as notified to the Client prior to the placement of an order for Goods. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.	11.5 The Client agrees to be present at the Worksite when and as reasonably requested by the Supplier and its employees, contractors and/or agents. The Client, or a third party authorised by the Client, shall by supplying a written request to the Supplier have the right to reasonable access to the Worksite, and to view the Services performed there that: (a) the Client/third party must not interfere with or hinder the Supplier's access to the Worksite or the progress of the Services; (b) the Client/third party must not access the Worksite without the Supplier's approval; (c) the Client/third party must not make inquiry of, or issue any directive or instruction to, the Supplier's employees or sub-contractors and must communicate solely with the Supplier. Furthermore, the Client acknowledges and agrees that they shall not be entitled to rely on any representation or assurance made by any of the Supplier's employees or sub-contractors unless confirmed in writing by the Supplier;
1.7	"Non-Conforming Building Product" means building products that are regarded as Non-Conforming for an Intended Use if, when associated with a building: (a) the product is not, or will not be, safe; or (b) does not, or will not, comply with the relevant regulatory provisions; or (c) the product does not perform, or is not capable of performing, for the use to which the standard it is represented to conform by or for a person in the chain of responsibility for the product.	7.5 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by the Supplier, which may be: (a) on completion of the Services; or (b) by way of progress payments in accordance with the Supplier's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations, and the value of any Goods delivered to the Worksite but not yet installed; (c) the date specified on any invoice or other form as being the date for payment; or (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Supplier.	11.6 In the event that the Client or a third party authorised by the Client shall fail to comply with clauses 11.4 and 11.5 then the Supplier may exclude or remove that person from the Worksite and further the Client agrees to indemnify the Supplier against: (a) any liability, loss, claim, or legal action in respect of injury to any person, or loss of, or damage to, any property at the Worksite (howsoever arising) as a direct result of the Client/third party's non-compliance; and (b) all additional costs or losses incurred by the Supplier (howsoever arising) as a direct result of the Client/third party's non-compliance.
1.8	(a) the product is not, or will not be, safe; or (b) does not, or will not, comply with the relevant regulatory provisions; or (c) the product does not perform, or is not capable of performing, for the use to which the standard it is represented to conform by or for a person in the chain of responsibility for the product.	7.6 At the Supplier's sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by the Supplier or as notified to the Client prior to the placement of an order for Goods. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.	11.7 The Client agrees to be present at the Worksite when and as reasonably requested by the Supplier and its employees, contractors and/or agents. The Client, or a third party authorised by the Client, shall by supplying a written request to the Supplier have the right to reasonable access to the Worksite, and to view the Services performed there that: (a) the Client/third party must not interfere with or hinder the Supplier's access to the Worksite or the progress of the Services; (b) the Client/third party must not access the Worksite without the Supplier's approval; (c) the Client/third party must not make inquiry of, or issue any directive or instruction to, the Supplier's employees or sub-contractors and must communicate solely with the Supplier. Furthermore, the Client acknowledges and agrees that they shall not be entitled to rely on any representation or assurance made by any of the Supplier's employees or sub-contractors unless confirmed in writing by the Supplier;
1.9	"Price" means the Price payable (plus any GST where applicable) for the Services as set out between the Supplier and the Client in accordance with clause 7 below.	7.7 Payment may be made by electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed between the Client and the Supplier.	11.8 The Client agrees to be present at the Worksite when and as reasonably requested by the Supplier and its employees, contractors and/or agents. The Client, or a third party authorised by the Client, shall by supplying a written request to the Supplier have the right to reasonable access to the Worksite, and to view the Services performed there that: (a) the Client/third party must not interfere with or hinder the Supplier's access to the Worksite or the progress of the Services; (b) the Client/third party must not access the Worksite without the Supplier's approval; (c) the Client/third party must not make inquiry of, or issue any directive or instruction to, the Supplier's employees or sub-contractors and must communicate solely with the Supplier. Furthermore, the Client acknowledges and agrees that they shall not be entitled to rely on any representation or assurance made by any of the Supplier's employees or sub-contractors unless confirmed in writing by the Supplier;
1.10	"Services" means all Services (including consultation, manufacturing and/or installation services) or Goods supplied by the Supplier to the Client at the Client's request from time to time (where the context so permits the terms "Services" or "Goods" shall be interchangeable for the other).	7.8 The Supplier may in its discretion allocate any payment received from the Client towards any invoice that the Supplier determines and may do so at the time of receipt or at any time afterwards. On any default by the Client the Supplier may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Client, the Supplier may, in its discretion, allocate in such manner as preserves the maximum value of the Supplier's Purchase Money Security Interest (as defined in the PPSA) in the Goods.	11.9 The Client agrees to be present at the Worksite when and as reasonably requested by the Supplier and its employees, contractors and/or agents. The Client, or a third party authorised by the Client, shall by supplying a written request to the Supplier have the right to reasonable access to the Worksite, and to view the Services performed there that: (a) the Client/third party must not interfere with or hinder the Supplier's access to the Worksite or the progress of the Services; (b) the Client/third party must not access the Worksite without the Supplier's approval; (c) the Client/third party must not make inquiry of, or issue any directive or instruction to, the Supplier's employees or sub-contractors and must communicate solely with the Supplier. Furthermore, the Client acknowledges and agrees that they shall not be entitled to rely on any representation or assurance made by any of the Supplier's employees or sub-contractors unless confirmed in writing by the Supplier;
1.11	"Supplier" means Rainbow Roofing & Garages Pty Ltd T/A Rainbow Building Solutions, its successors and assigns or any person acting on behalf of and with the authority of Rainbow Roofing & Garages Pty Ltd T/A Rainbow Building Solutions.	7.9 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Supplier, or any other party, in respect of any payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify the Supplier in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as the Supplier investigates the disputed claim, no credit shall be given for the amount in dispute. Failure to make payment may result in the Supplier placing the Client's account into default and subject to default interest in accordance with clause 21.1. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply of the Supplier under this or any other Contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	11.10 The Client agrees to be present at the Worksite when and as reasonably requested by the Supplier and its employees, contractors and/or agents. The Client, or a third party authorised by the Client, shall by supplying a written request to the Supplier have the right to reasonable access to the Worksite, and to view the Services performed there that: (a) the Client/third party must not interfere with or hinder the Supplier's access to the Worksite or the progress of the Services; (b) the Client/third party must not access the Worksite without the Supplier's approval; (c) the Client/third party must not make inquiry of, or issue any directive or instruction to, the Supplier's employees or sub-contractors and must communicate solely with the Supplier. Furthermore, the Client acknowledges and agrees that they shall not be entitled to rely on any representation or assurance made by any of the Supplier's employees or sub-contractors unless confirmed in writing by the Supplier;
1.12	"Worksite" means the address nominated by the Client to which the Goods are to be supplied by the Supplier.	8. Product Specifications 8.1 The Client acknowledges and accepts that: (a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Supplier's or the manufacturer's fact sheets, price lists or other material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by the Supplier; and (b) the Supplier may have provided information or figures to the Client regarding the performance of the Goods, the Client acknowledges that the Supplier has given these in good faith and are estimates based on industry prescribed estimates.	11.11 The Client agrees to be present at the Worksite when and as reasonably requested by the Supplier and its employees, contractors and/or agents. The Client, or a third party authorised by the Client, shall by supplying a written request to the Supplier have the right to reasonable access to the Worksite, and to view the Services performed there that: (a) the Client/third party must not interfere with or hinder the Supplier's access to the Worksite or the progress of the Services; (b) the Client/third party must not access the Worksite without the Supplier's approval; (c) the Client/third party must not make inquiry of, or issue any directive or instruction to, the Supplier's employees or sub-contractors and must communicate solely with the Supplier. Furthermore, the Client acknowledges and agrees that they shall not be entitled to rely on any representation or assurance made by any of the Supplier's employees or sub-contractors unless confirmed in writing by the Supplier;
2.	Acceptance 2.1 The parties acknowledge and agree that: (a) they have read and understood the terms and conditions contained in this Contract; and (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Services. 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail. 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties. 2.4 The Client acknowledges and agrees that: (a) the supply of Services on credit shall not take effect until the Client has completed a credit application with the Supplier and it has been approved with a credit limit established for the account. In the event that the supply of Services requested exceeds the Client's credit limit and/or the account exceeds the normal terms, the Supplier reserves the right to refuse to supply the Goods to the Client.	9. Accuracy of Plans 9.1 The Supplier shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Supplier accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information. 9.2 All customary building industry tolerances shall apply to the dimensions and measurements of the Services unless the Supplier and the Client agree otherwise in writing. 9.3 Where the Client is to supply the Supplier with any design specifications (including, but not limited to, Computer Aided Drawings ("CAD")) the Client shall be responsible for providing accurate data. The Supplier shall not be liable whatsoever for any errors in the Services that are caused by incorrect or inaccurate data being supplied by the Client. 9.4 The Client gives information relating to measurements and quantities of Goods required in completing the Services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or the Supplier places an order based on these measurements and quantities. The Supplier accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	11.12 The Client agrees to be present at the Worksite when and as reasonably requested by the Supplier and its employees, contractors and/or agents. The Client, or a third party authorised by the Client, shall by supplying a written request to the Supplier have the right to reasonable access to the Worksite, and to view the Services performed there that: (a) the Client/third party must not interfere with or hinder the Supplier's access to the Worksite or the progress of the Services; (b) the Client/third party must not access the Worksite without the Supplier's approval; (c) the Client/third party must not make inquiry of, or issue any directive or instruction to, the Supplier's employees or sub-contractors and must communicate solely with the Supplier. Furthermore, the Client acknowledges and agrees that they shall not be entitled to rely on any representation or assurance made by any of the Supplier's employees or sub-contractors unless confirmed in writing by the Supplier;
2.1	(a) they have read and understood the terms and conditions contained in this Contract; and (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Services.	10. Provision of the Services 10.1 Subject to clause 10.2 the Supplier's responsibility to ensure that the Services start as and when reasonably possible. 10.2 The Services' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that the Supplier delays an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Supplier's control, including but not limited to any failure by: (a) make a selection; or (b) have the Worksite ready for the Services; or (c) notify the Supplier that the Worksite is ready. 10.3 The Supplier may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. 10.4 Prior to delivery of the Goods, if excavation work is interrupted by unforeseen obstacles (including, but not limited to, rocks, pipes, tree stumps), any additional costs will be invoiced to the Client as an extra. 10.5 It is the Client's responsibility to arrange any demolition, cartage, electrical and plumbing contractors to prepare the Worksite for the erection of the Goods. 10.6 The failure of the Supplier to deliver shall not entitle either party to treat this Contract as repudiated. 10.7 Any time delay by the Supplier for delivery of the Services is an estimate only and the Supplier will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make	12. Risk 12.1 If the Supplier retains ownership of the Goods under clause 16 then: (a) where the Supplier is supplying Goods only, all risk for the Goods shall immediately pass to the Client on delivery and the Client must insure the Goods to the end of the term of the Contract; (b) where the Supplier is supplying Goods and Services, the Client shall be deemed to be the owner of the Goods from the time of delivery of the Goods to the Client in accordance with the quotation provided by the Supplier to the Client, or as otherwise notified to the Client prior to the placement of an order for the Goods. Delivery of the Goods shall be deemed to have taken place immediately at the time that either: (i) the Client or the Supplier's nominated carrier takes possession of the Goods at the Supplier's address; or (ii) the Goods are delivered by the Supplier or the Supplier's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address). (b) where the Supplier is to both supply and install Goods then the Supplier shall maintain a Contract works insurance policy until the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Client.
2.2	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	11. Delivery of Goods 11.1 The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that: (a) the discrepancy in quantity shall not exceed 5%, and (b) the Price shall be adjusted pro rata to the discrepancy or to the value that has been delivered.	12.2 Delivery of the Goods to a third party nominated by the Client is deemed to be delivered to the Client for the purposes of this Contract. 12.3 The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that: (a) the discrepancy in quantity shall not exceed 5%, and (b) the Price shall be adjusted pro rata to the discrepancy or to the value that has been delivered.
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	12.4 Notwithstanding the provisions of clause 12.1 if the Client specifically requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unsecured location, the Client shall be deemed to be at sole risk of the Client and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all. In the event that such Goods are lost, damaged or destroyed then replacement of the Goods shall be at the Client's expense.	12.4 Notwithstanding the provisions of clause 12.1 if the Client specifically requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unsecured location, the Client shall be deemed to be at sole risk of the Client and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all. In the event that such Goods are lost, damaged or destroyed then replacement of the Goods shall be at the Client's expense.
2.4	The Client acknowledges and agrees that: (a) the supply of Services on credit shall not take effect until the Client has completed a credit application with the Supplier and it has been approved with a credit limit established for the account. In the event that the supply of Services requested exceeds the Client's credit limit and/or the account exceeds the normal terms, the Supplier reserves the right to refuse to supply the Goods to the Client.	13. Client's Responsibilities 13.1 The Client warrants that any structures or land (where applicable) to which the Goods are to be affixed are able to withstand the installation of the Goods once installed. If for any reason (including the discovery of asbestos, erosion, etc.) the Supplier, or employees of the Supplier, reasonably form the opinion that the Client's premises is not safe for the installation of Goods to proceed then the Supplier shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 10.2 above) until the Supplier is satisfied that it is safe for the installation to proceed. 13.2 The Client agrees that all materials supplied by the Client or the Client's third-party sub-contractors will: (a) be supplied in accordance with all legislative requirements; and (b) be suitable for their inclusion into the Services. 13.3 Where the Client has supplied products for the Supplier to complete the Services, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the Intended Use and any faults inherent in those products. However, if in the Supplier's opinion, it is believed that the materials supplied are Non-Conforming products and will not conform with state and/or territory regulations, the Client shall be entitled, without prejudice, to halt the Services until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be invoiced in accordance with clause 7.2.	12.5 The Client acknowledges and accepts that Goods supplied may: (a) be damaged or disfigured by impact or scratching. (b) expand, contract or distort as a result of exposure to heat, cold, weather; or (c) mark or stain if exposed to certain substances; and (d) be damaged or disfigured by impact or scratching. Whilst every effort will be taken by the Supplier to match virtual colours with physical colours, the Supplier will take no responsibility for any variation between the virtual sale sample displayed on the Client's computer and/or the supplied Goods.
3.	Authorized Representatives 3.1 Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to the Client's business as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Goods or Services on the Client's behalf and/or to request any variation to the Services on the Client's behalf (such authority to continue until all requested Services have been completed or the Client otherwise notifies the Supplier in writing that said person is no longer the Client's duly authorised representative). 3.2 In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf, then the Client must specifically and clearly state in writing the parameters of the limited authority granted to their representative. 3.3 The Client specifically acknowledges and accepts that they will be solely liable to the Supplier for all additional costs incurred by the Supplier (including the Supplier's profit margin) in providing any Services, Goods or variations requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).	14. Underground Locations 14.1 Prior to the Supplier commencing any work the Client must advise the Supplier of the precise location of all underground services on the Worksite and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical conduits, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes,	12.6 Notwithstanding the provisions of clause 12.1 if the Client specifically requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unsecured location, the Client shall be deemed to be at sole risk of the Client and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all. In the event that such Goods are lost, damaged or destroyed then replacement of the Goods shall be at the Client's expense.
4.	Errors and Omissions 4.1 The Client acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of any omissions and/or errors (including, but not limited to, errors resulting from an inadvertent mistake made by the Supplier in the formation and/or administration of this Contract; and/or contained in/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services. 4.2 In circumstances where the Client places an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) ("Client Error"). The Client must pay for all Goods it orders from the Supplier notwithstanding that such Goods suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take delivery of such	15. Supplier's Liability 15.1 The Supplier shall not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make	12.7 The Client acknowledges and accepts that Goods supplied may: (a) be damaged or disfigured by impact or scratching. (b) expand, contract or distort as a result of exposure to heat, cold, weather; or (c) mark or stain if exposed to certain substances; and (d) be damaged or disfigured by impact or scratching. Whilst every effort will be taken by the Supplier to match virtual colours with physical colours, the Supplier will take no responsibility for any variation between the virtual sale sample displayed on the Client's computer and/or the supplied Goods.

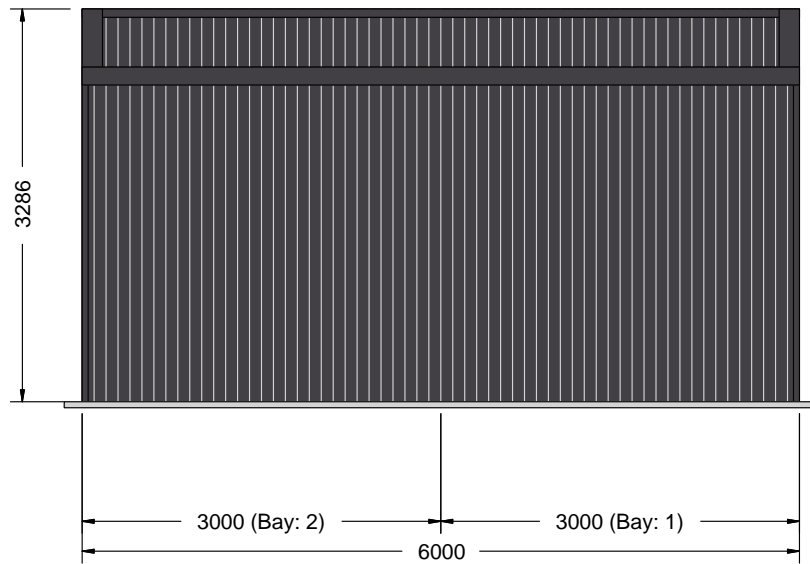
Please note that a larger print version of these terms and conditions is available from the Supplier on request.



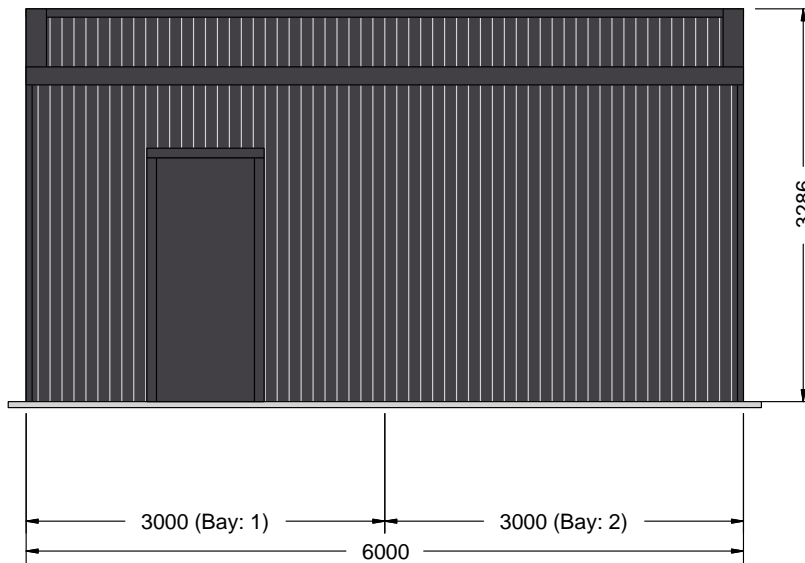
FRONT ELEVATION



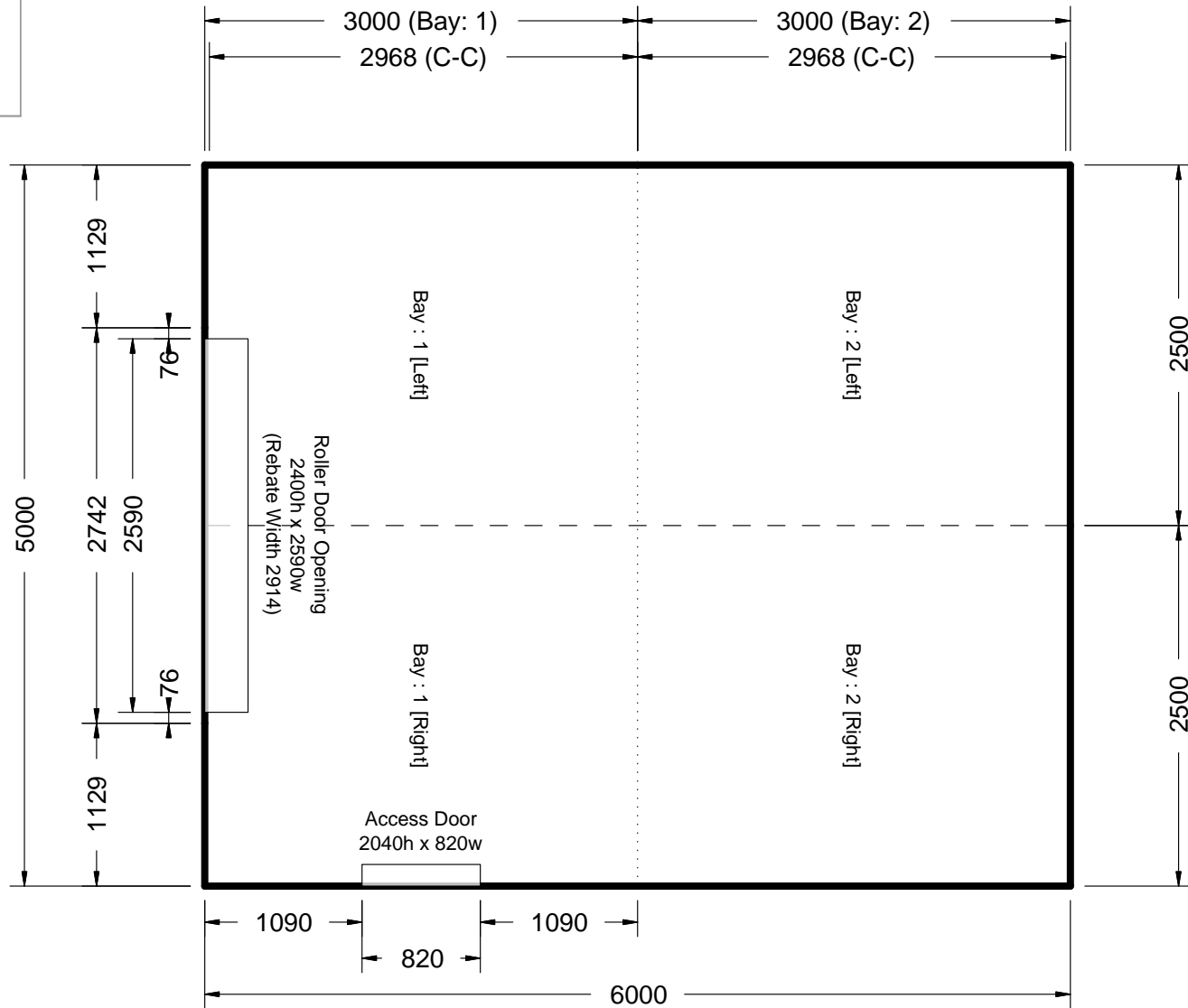
REAR ELEVATION



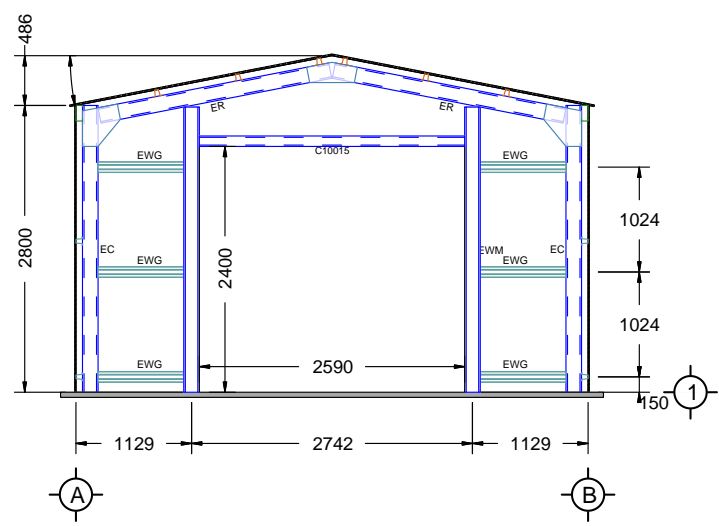
LEFT ELEVATION



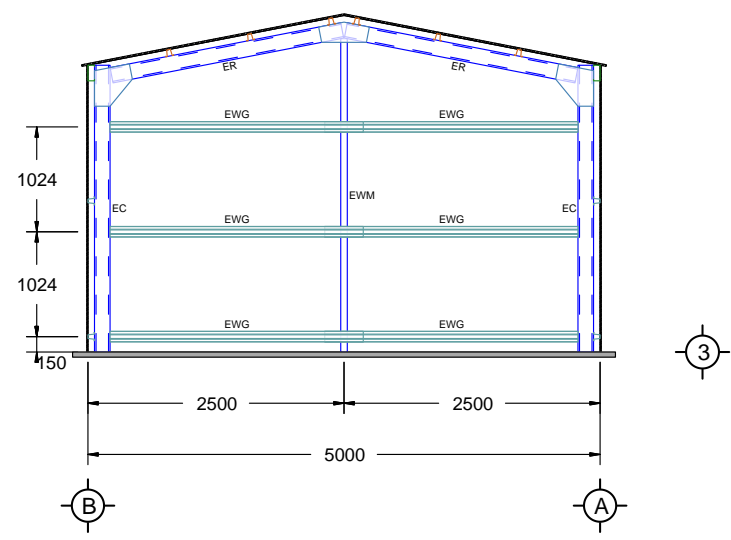
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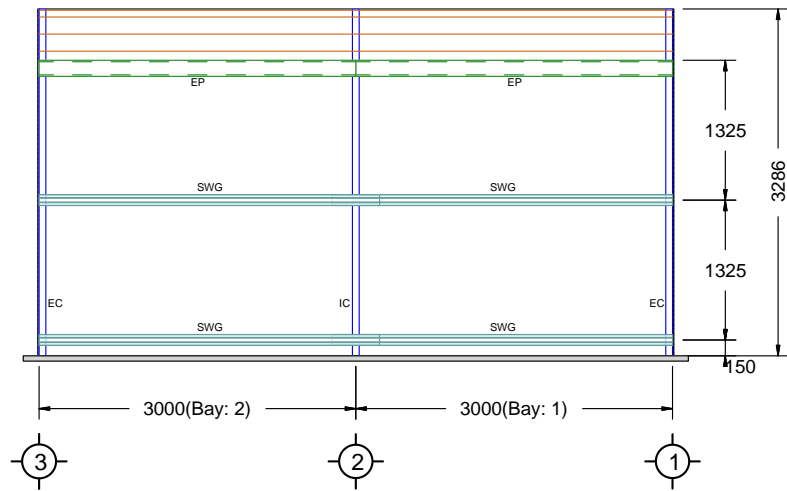
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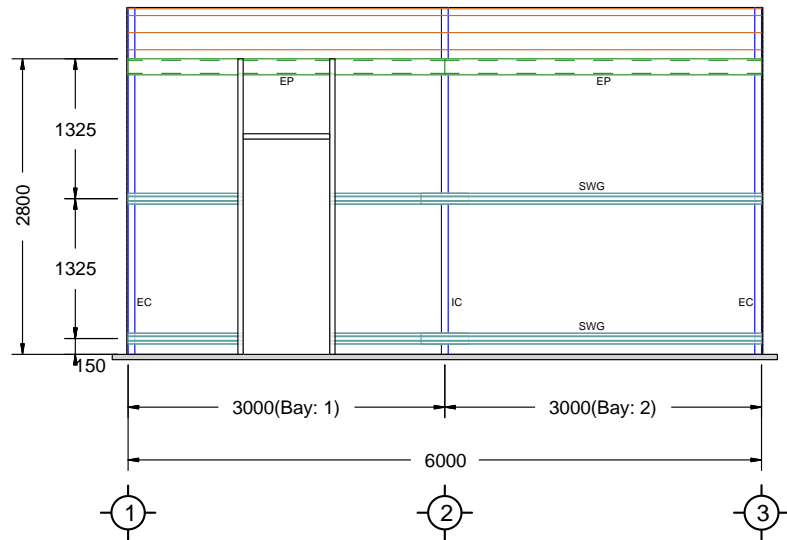
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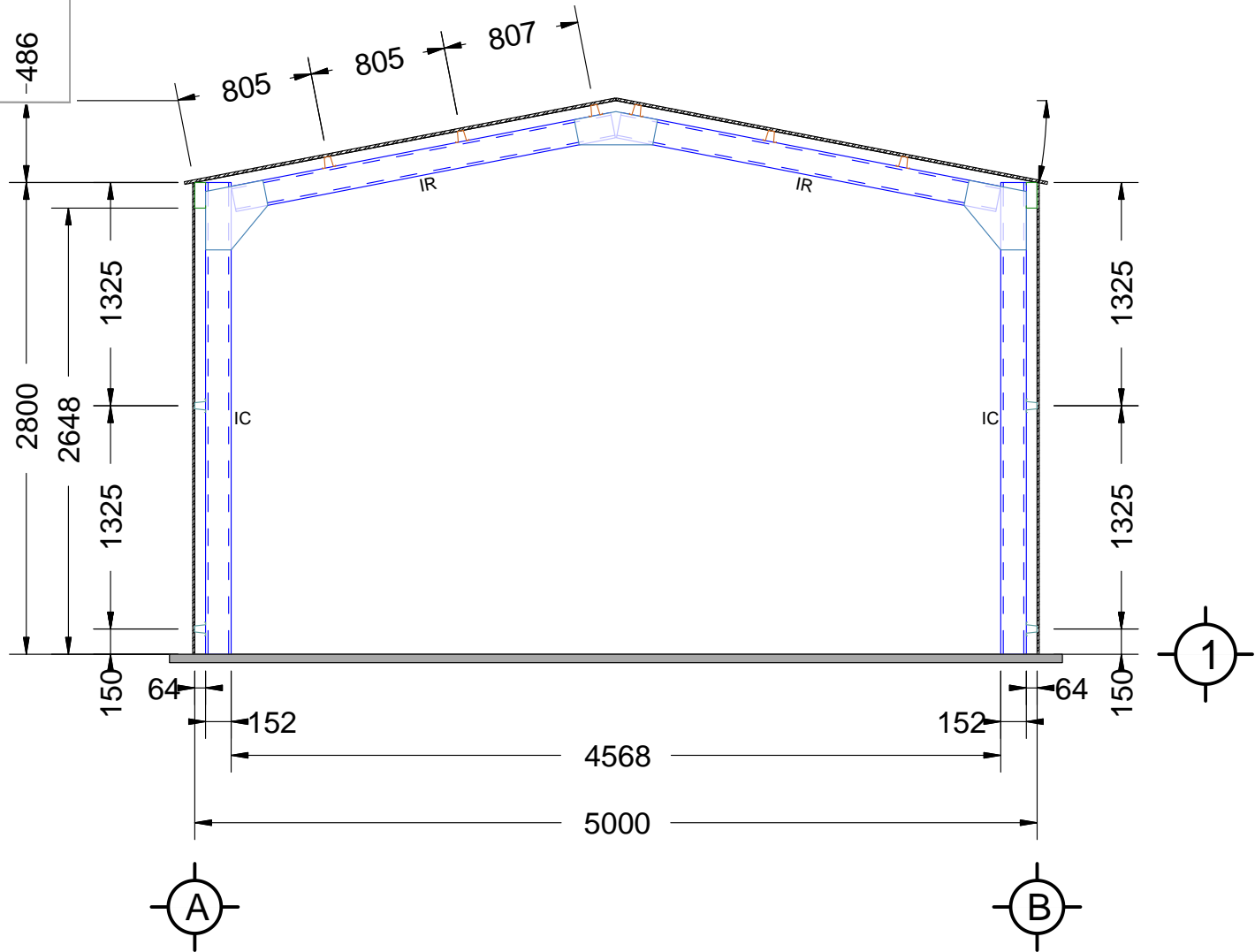
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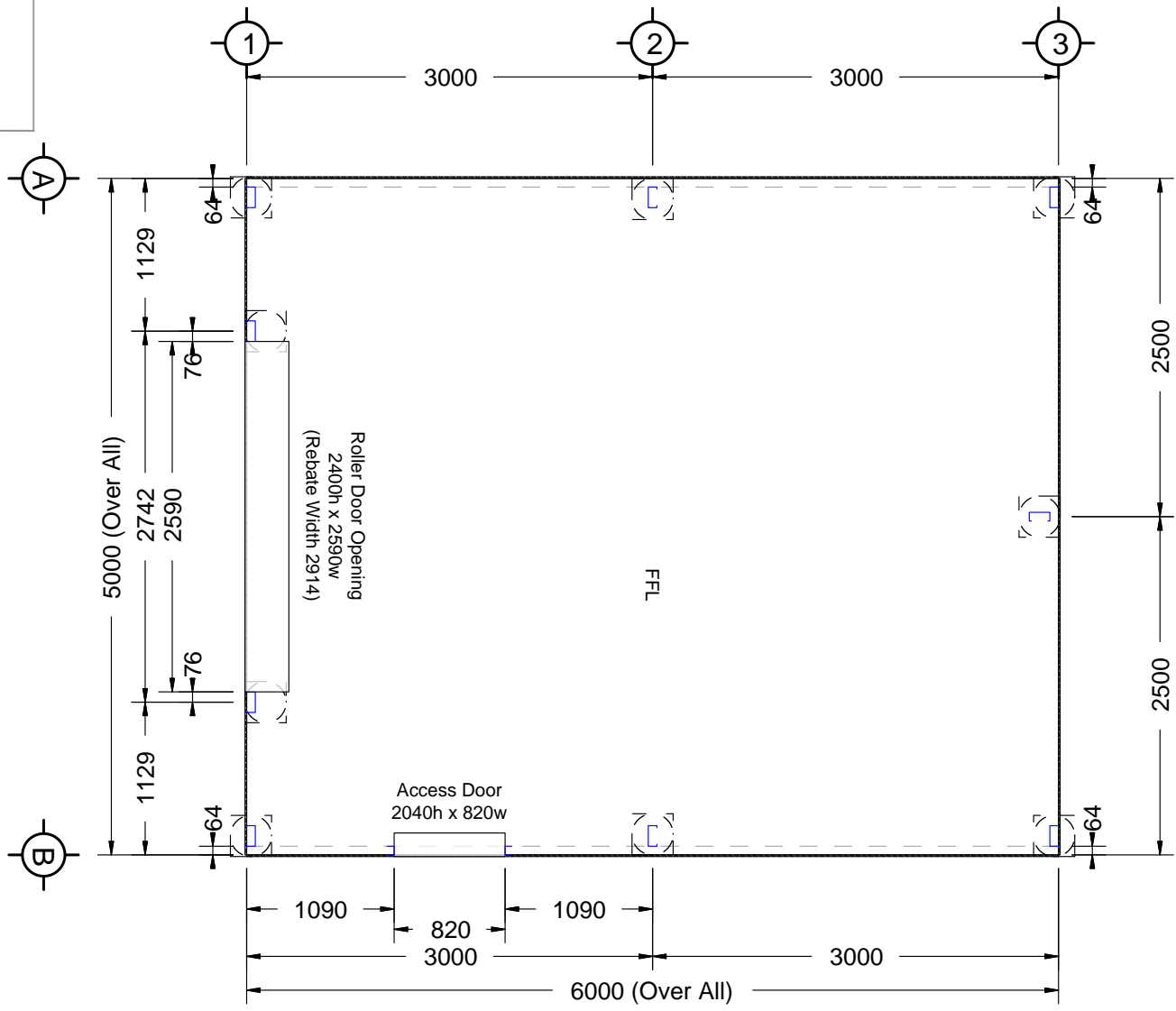
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RIGHT ELEVATION



INTERMEDIATE ELEVATION



FLOOR PLAN









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