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## AGREEMENT FOR HOME START PACK: DESIGN, PRE-CONSENT, AND PRICING

Between



and

South Peak Homes Limited

# AGREEMENT FOR HOME START PACK: DESIGN, PIM, AND PRICING

A. Date: \_\_\_\_\_

B. Between \_\_\_\_\_ (“Owner(s)”) - contact details:

<b>Nominated contact person</b>	
<b>Email</b>	
<b>Physical and Postal addresses</b>	
<b>Contact phone number</b>	

And South Peak Homes Limited (the Builder) - contact details:

<b>Nominated contact person</b>	
<b>Email</b>	
<b>Physical and Postal addresses</b>	
<b>Contact phone number</b>	

- C. **The Pre-Contract Work:** The Owner(s), by this agreement, engages the Builder to:
- a. Prepare a Concept Design for construction of a pre-fabricated house (the “**Building**”); and
  - b. Obtain any engineer’s report which, in the Builder’s professional estimation, is required for the design to be completed, consent to be obtained, or the Building to be constructed; and
  - c. Discuss and if deemed required by local authority, obtain a Project Information Memorandum (PIM) for the site from the relevant local authority; and
  - d. Prepare a Detailed Specification with the Owner(s) and a formal Construction Contract.

**CI. Design and Pre-Consent Payment:** The Owner(s) shall, upon signing this agreement and before the contractor is obliged to carry out any work on the concept design, pay the sum of **\$5,000.00** (the “**Design Fee**”) to the Builder. The design fee is a provisional sum which means that if the actual cost of preparing the design, obtaining relevant engineering documents, and obtaining the PIM is more or less than that sum then the actual cost (plus the Builder’s margin of 25%) will replace the Design Fee.

**CII.** The Design Fee is payment in return for a non-transferrable license to the Owner(s) to use the design. If the Owner(s) proceeds to sign a construction contract with the Builder to construct and erect the building, the Design Fee shall be applied in reduction of the initial payment under that agreement.

**CIII. Terms of Agreement:**

- i. The Owner(s) shall engage with the Builder and clearly identify the features they desire in the proposed Building. The Builder will consider the features requested and prepare a design and specification (the “**Design**”), using whatever subcontractors, designers or other assistance as they see fit.
- ii. The Builder will endeavor to include in the Design such construction features and materials as are requested and/or reasonably agreed with the Owner(s) but retain the right to amend impracticable or unreasonable requests. The Builder shall use reasonable endeavors to promptly engage a designer and provide the Design to the Owner(s) in accordance with this agreement.



- iii. The Owner(s) agree that, where elements of the Building are not specified to the Builder in writing (and agreed) prior to the design process, The Builder shall have discretion in respect of the materials and construction methods of those elements so long as they comply with The Building Code. The Owner(s) may request additional or amended details which, if the Builder agrees to the proposed amendments, will be considered as variations.
- iv. Where the Builder believes further engineering advice is necessary, the Builder may engage those experts to provide that information. The cost of that work, including the Builder's margin (25%), shall be payable by the Owner(s). If the Builder, designer or local authority requires geotechnical investigation or reports, the Owner(s) shall promptly obtain such reports at their cost and provide them to the Builder.
- v. Once the concept design is complete, the Builder shall facilitate the application for PIM for the Design. As owners of the land upon which the Building is to be sited, the Owner(s) shall promptly take all steps necessary to ensure this process is not delayed. Prior to application for PIM, the Owner(s) shall confirm in writing that the Design is in accordance with their instructions.
- vi. Where the territorial authority requires additional surveying, engineering, design or geotechnical work, the costs of that work (along with and council fees for the application), and the Builder's margin on those items, shall be payable by the Owner(s).

**G. Signed:**

\_\_\_\_\_  
Signature by Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature for and on behalf of The Builder

\_\_\_\_\_  
Date

**Use of Imagery for Marketing & Advertising Purposes:**

Photos & videos of the inside & outside of your house may be taken during construction, transport & on site completion for the purposes of quality control, marketing & advertising on our website, facebook page, in printed adverts, flyers & brochures etc.

In respect of your privacy, please confirm your approval by signing below;

\_\_\_\_\_  
Signature by Owner

\_\_\_\_\_  
Date