



Phone: 0800 678 989 | Email: sales@southpeakhomes.co.nz | Website: www.southpeakhomes.co.nz

NEW HOME START AGREEMENT FOR: DESIGN, PRE-CONSENT WORK & PRICING

Between

and

South Peak Homes Limited

New Home Start Agreement for: Design, Pre-Consent Work & Pricing

Date:

Between the owners ("Client(s)")

Client Name:	
Email Address:	
Physical Address:	
Contact Phone:	

And South Peak Homes Limited (the Builder)

Contact Person:	
Email Address:	
Physical Address:	
Contact Phone:	

The Pre-Consent Work Inclusions:

The Owner(s) by this agreement engages the Builder to:

- Visit your site to **confirm** transport, truck access & siteworks requirements.
- Obtain a ground engineers **Soil and Liquefaction Report** which is required for the design to be completed, consent to be obtained & the Building to be constructed.
- Prepare a **Detailed Specification** with the Owner(s).
- Prepare **Draft Plans** for detailed pricing and lodgment of a PIM.
- Obtain a **Project Information Memorandum (PIM)** from the relevant local council to check land information & other acts or local bylaws relevant to the proposed building work.
- Prepare a formal **Construction Contract** with final pricing.
- Your **Build Slot** is entered into our production schedule to reserve a potential start date. This start date is an estimate only and will be confirmed when the pre-consent work is done and the Construction Contract has been signed.

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 draft design, pay the sum of **\$5,000 incl GST** (the "Design fee") to the Builders Account number: BNZ 02-0492-0214004-001, South Peak Homes.

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.

Terms of Agreement:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. Once the draft 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.
- f. 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. 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.

Please sign below to begin your new home journey. Return this to sales@southpeakhomes.co.nz and we'll send you an invoice for payment, thank you.

Signature by "The Owner"

Date

Signature for and on behalf of "The Builder"

Date