

P.O. Box 3190 NARELLAN DC NSW 2567

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E: info@localgroup.com.au ABN: 30 735 366 565

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Occupation Certificate

and Determination

issued under the Environmental Planning and Assessment Act, 1979 Sections 109C(1)(c) and 109H

COUNCIL COPY

Certificate Number:

5001192

**Development:** 

Dwelling

**BCA Classification:** 

1a

**Applicant:** 

Mr Louis Quattromani

Po Box 6924

BAULKHAM HILLS1 NSW 1755

Subject Land:

LOT: 1

DP: 546543

HNO.:32

THE SERPENTINE BILGOLA 2107

RECEIVED

1 1 APR 2011

In accordance with the procedures outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000 this Occupation Certificate has been determined as **Approved** for the **Whole** of the building including all **New** work for the purpose of **Residential** use as referred to in the Development Consent. Schedule A provides a list of documents that were included with the subject application and they are attached to this certificate. In making this determination I hereby certify that;

I have been appointed as the Principal Certifying Authority under Section 109E of the Environmental Planning and Assessment Act, 1979 (as amended),

Development Consent No. 0784/06 dated 10 August, 2007 issued by PITTWATER Council is in force in respect to the building.

Construction Certificate No. 5001192 dated 21 November, 2007 was issued by PAUL GEARIN Accredited Certifier BPB0132 Building Professionals Board on 21 November, 2007 with respect to the plans and specifications for the building.

The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

Where required, a final safety certificate has been issued for the building.

Where required, a report from the Commissioner of Fire Brigades has been considered.

Paul Gearin

Accredited dertifier Building Professionals Board

Bpb0132

2 August, 2007

Date of Receipt

830 REC: 300003 11/4/11

Date of Determination



48b Princes Highway Fairy Meadow NSW 2519

p: 4284 4709 f: 4284 4208

e: info@localgroup.com.au

abn: 30 735 366 565

### **SCHEDULE A**

This schedule refers to the documents that were lodged with the application for Occupation Certificate No. 5001192 and to which that Certificate relates. This application was approved by Paul Gearin Accredited Certifier Bpb0132 Building Professionals Board On 8/4/11

### **Document/s attached to Application for Occupation Certificate**

Clause 151 Environmental Planning and Assessment Regulation, 2002

Mandatory Inspection Record
Geotech Report
Pest Control
Hydraulic/Stormwater
Survey (Identification Survey)
Balustrade Installation
Glazing (Shower Screens)
Smoke Detectors
Landscape Compliance
Basix Requirements
Engineers Inspection Reports

Wet Area Waterproofing



# RECORD OF MANDATORY INSPECTIONS

**Development Consent** 

Number:

0784/06

**Construction Certificate** 

Number:

5001192

**Our Reference:** 

5001192

**Subject Land:** 

LOT: 1

DP: 546543 HNO.:32

THE SERPENTINE BILGOLA 2107

In accordance with the requirements of Clause 151(2)(d) of the Environmental Planning and Assessment Regulations 2000, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Clause 151(2)(d)(i - iii) of the Regulations.

### **SCHEDULE "A"**

_	Date of Inspection	Type of Inspection	Result	Accredited Certifier
	23/11/2007	Pre-Commencement Inspection	Satisfactory	Sam Pratt Accreditation No.:BPB0732
	18/01/2008	Pier Inspection	Satisfactory (Minor issues)	Paul Gearin Accreditation No.:BPB0132
	25/02/2008	Slab Inspection	Satisfactory (Minor issues)	Paul Gearin Accreditation No.:BPB0132
	8/04/2009	Framework Inspection	Defective	Sam Pratt Accreditation No.:BPB0732
	15/04/2009	Reinspection (Framework Inspection)	Satisfactory (Minor issues)	Paul Gearin Accreditation No.:BPB0132
	4/08/2010	Final (Preliminary) Inspection	Defective	Paul Gearin Accreditation No.:BPB0132
	6/10/2010	Reinspection (Final Preliminary Inspection)	Defective	Sam Pratt Accreditation No.:BPB0732
	7/12/2010	Reinspection (Final Preliminary Inspection)	Defective	Sam Pratt Accreditation No.:BPB0732
	4/04/2011	Final Inspection	Satisfactory (Minor issues)	Paul Gearin Accreditation No.:BPB0132

This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

Paul Gearin

Principal Certifying Authority

**Building Professionals Board** 

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This record serves as a summary of inspections performed by Robert Bird Group on the elements norminated. For more complete details of the inspections relevence is to be made to the Site instructions noted above. Formwork should be separately inspected by an experienced Formwork Engineer. 9. 1.

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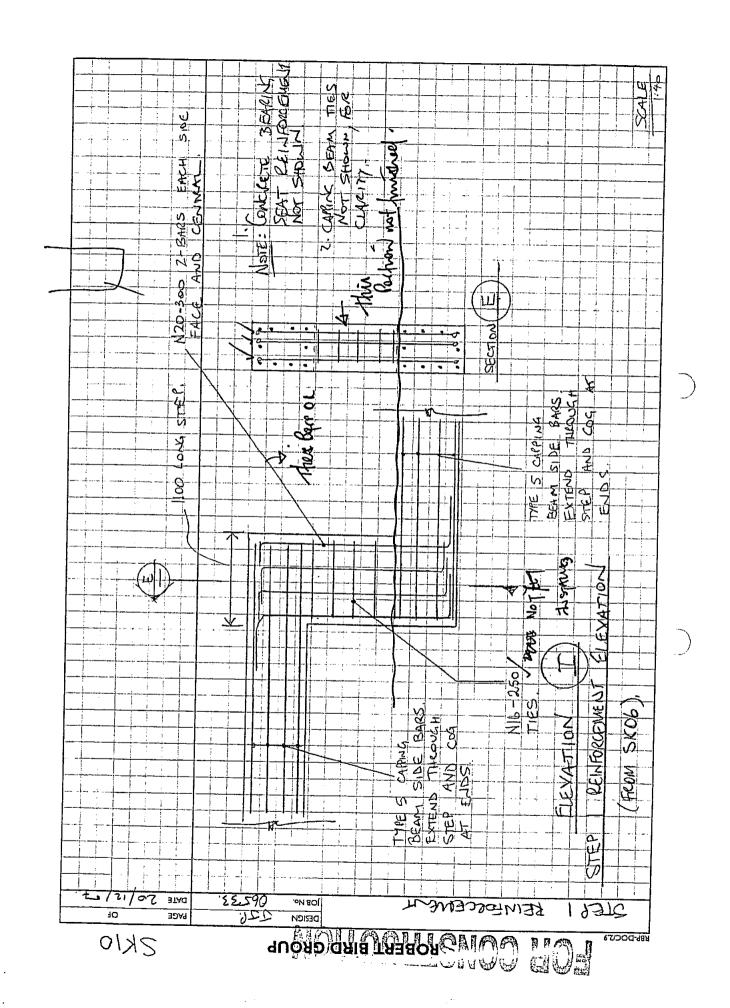
# ROBERT BIRD GROUP CONSTRUCTION INSPECTION RECORD

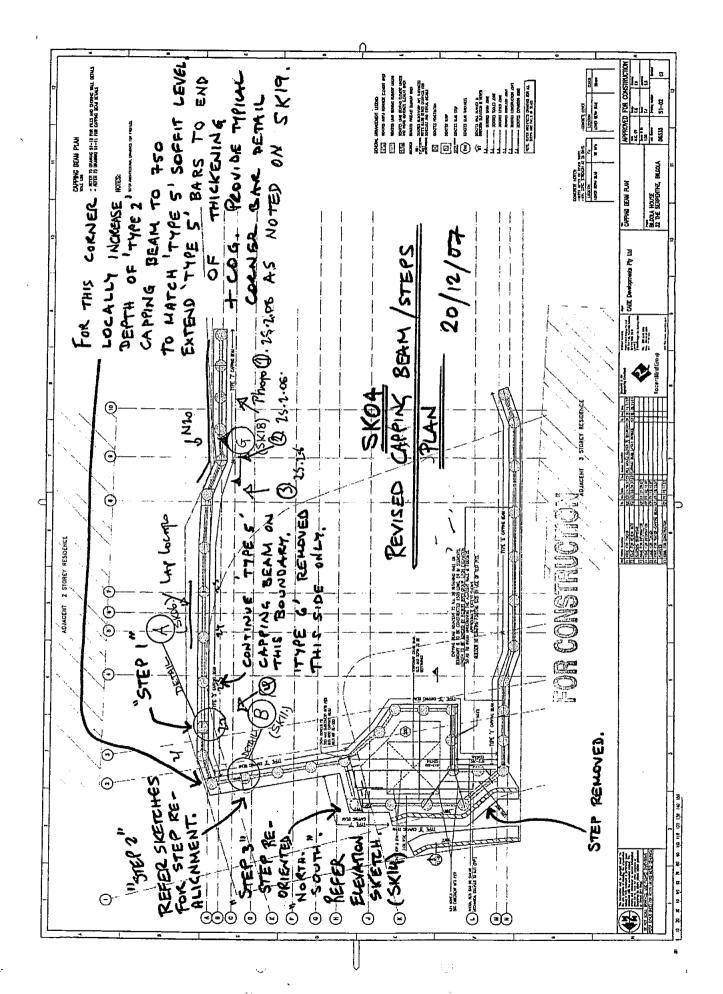
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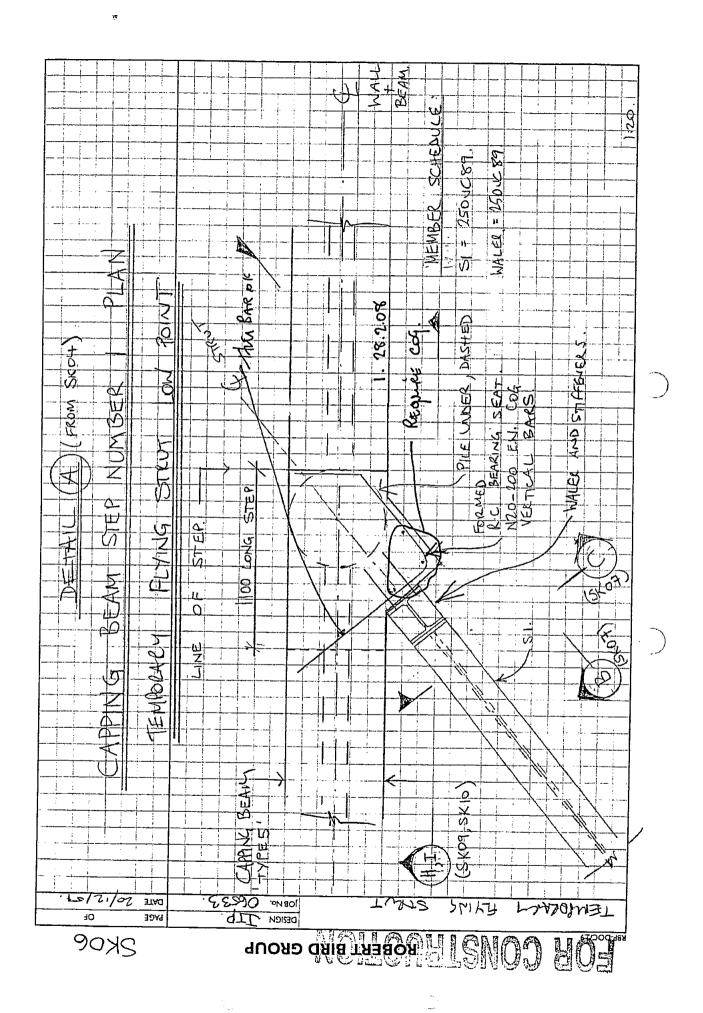
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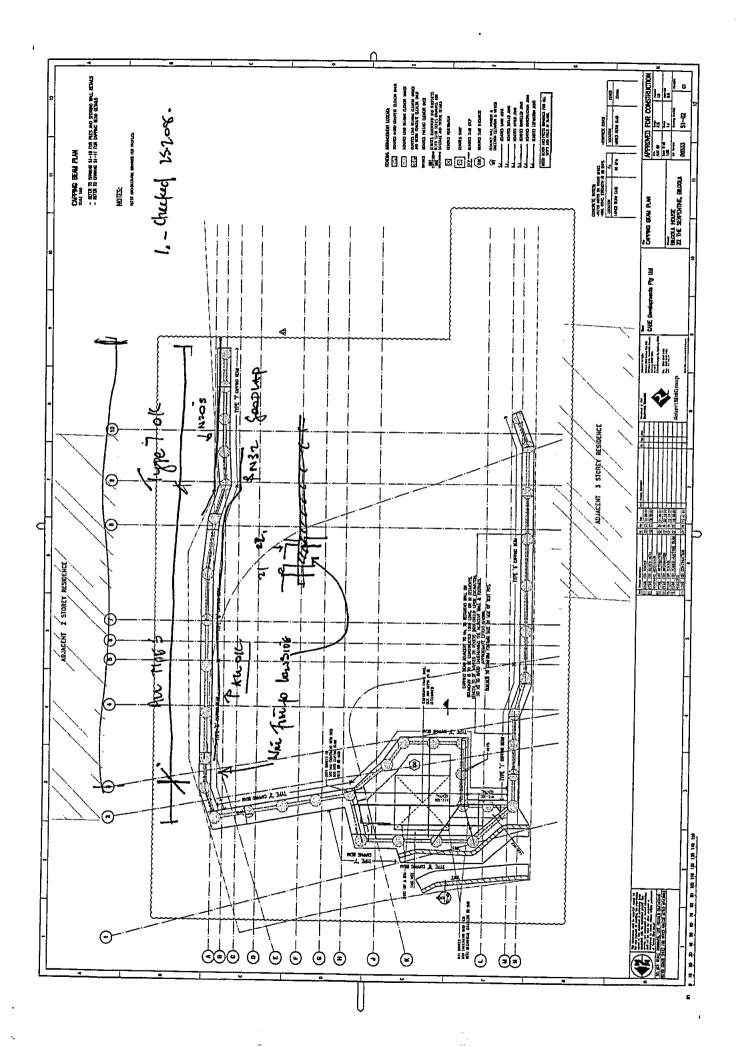
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NOTES:  1. Inspections are proportions are proportions are proportions are proportions have largerations includible of elements, items as nominate 6. This record serves 7. Formwork has not	Inspections are performed to ensure that the work carried out is in accordance with the design intent.  Inspections are performed to substitute in any part for the Contractors supervision of the sub-contractor or the work-in-progress.  Inspections are not intended to substitute in any part for the Contractors supervision of the whole of the works remains the responsibility of the nominated incensed contractor for the project.  Inspections are not intended to substitute in accordance with Robert Bird Group inspection and Test Plans using construction criteria set down by the relevant Australian Standards, and Robert Bird Group inspection and Test Plans using and assembly, conformance with "Approved for Construction" documents, review of tests (concrete F'c @ 28 days, welds as specified) and their name and Test Plans.  This record serves as a summary of inspections performed by Robert Bird Group on the elements nominated or complete details of the inspections reference is to be made to the Site instructions noted above. Formwork should be separately inspected by an experienced Formwork connection with the progress of the progress of the supervisor.	out is in accordance with the Contractors supervision not on all of the works. Su art Bind Group Inspection a la basis:  there elements, general frainther elements, general frainther by Robert Bind Group on the pecilically requested and in	he design of the sut pervision and Test P ning and and and the element ndicated and and and andicated and andicated and and and and and andicated and andicated and andicated and andicated and andicated and andicated and	Intentcontral of the w ans usir ussembl	ctor or thole of ag cons y, confc	the wor the wo truction rmanc	rk-in-prinks rem n criteri e with "	ogress. a set d Appror	e respondent by ved for etails o	onsibility the re Construction of the in	ty of the levant.	e nomi Austral " docui ons refe	nated II ian Sta	icensec ndards review is to be	contra   and Ra   of tests   made	ctor for the project obert Bird Group I (concrete F'c @ 2 or the Site Instructions	theretion guidelines. Rays, welds as specified) is	and
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INSPECTION STATUS:	C: Work genetally compiled.	S: Wark to be completed in accordance with Site Instruction noted.	ı truction n	oted.	Ĵ. º	ļ Vark on Ispectir	() ! H: Work on hold - additional inspection required.	additio ired.	nai		f							



# EGP

### EXCLUSIVE GLASS PRODUCTS P/L

Date: 18th June 2010

Cabe Group PO BOX 6924 Baulkham Hills NSW 2153

### **CERTIFICATE OF COMPLIANCE**

### 32 The Serpentine Bilgola

All glass used for the frameless showerscreens installed by Exclusive Glass Products Pty Ltd at the above address complies with Australian Standards AS 1288 & AS 2208.

Yours Faithfully

Garry Best کمر Director

> Unit 1/348 Manns Road West Gosford NSW 2250 ABN:62 105 740 289

Phone: 43226977 Fax: 43226988 Email: exclusiveglass@blgpond.com..s



### **VISION 3 INSTALLATIONS PTY LTD**

P.O. Box 387, Brookvale N.S.W. Australia 2100 Ph: 02 9905 9700 Fax: 02 9905 9755 Email: mark@vision3windows.com.au ABN: 89 119 367 494

17<sup>th</sup> June 2010

SITE ADDRESS: 32 Serpentine Ave Bilgola Plateau

All Vision 3 Windows and Sliding Doors are manufactured to meet the wind loading/structural and water performance requirements specified at the time of ordering. The products are labeled to indicate the AS2047 performance ratings which they meet. This conforms to the requirements of the Australian Building Code Amendment No.13 for Class 1 Buildings. This amendment requires window manufacturers to label windows and sliding doors with the wind loading/structural and water performance ratings of the window/door.

AS1288 is specified within AS2047, therefore products which are labeled as meeting AS2047 must also be glazed to meet AS1288.

All Vision 3 products are glazed to meet the requirements of AS1288 based on information supplied at the time the windows/doors are ordered.

In some instances the positioning of a window will determine the type of glazing required for the glazing to meet AS1288. Thus it is important that windows are installed in the locations specified at the time of ordering. Windows which are broken at site must be reglazed to meet AS1288 for the location and the Class of Building in which they are installed.

Based on the above details it is not necessary for Vision 3 to issue a glazing certificate. Vision 3 is unable to issue a glazing certificate without carrying out a detailed inspection and an associated charge for that inspection to very that windows have not been replaced, exchanged, installed in incorrect locations or re-glazed incorrectly.

For and on behalf of Vision 3 Windows Pty Ltd

MARK RUTHERFORD DIRECTOR

# Mario Attard Electrical

Smoke Alarm Certificate

Mario Attard 326 Reynolds Road Londonderry, 2753

> ABN 99 35 25 96 795 Lic No 53643C ASP 1237

Ph / Fax: 4588 5509 Mobile: 0419 849 173

Domestic e Commercial Industrial

To Whom It May Concern:

The PDL smoke alarms installed at 32 The Serpentine BILGOLA NSW are permanently connected to a 240V 50HZ supply with 9V battery back-up. The alarms are connected to the lighting circuit and are wired in accordance to Australian Standard AS1670.1. The alarms are interconnected with each other and when one is activated the other is activated shortly afterwards.

Yours sincerely,

Mario Attard

25/06/10



DIVISION OF H. & H. CHIHA PTY LTD ACN 074 420 993 ABN 78 951 073 485

23<sup>rd</sup> June 2010

LOUIS QUATTROMANI CABEZ INVESTMENTS PTY LTD PO BOX 6924 BAULKHAM HILLS 2153

Dear Louis,

### RE: 32 The Serpentine Bilgola NSW

This letter is to confirm that a landscape plan has been give to CABE with regards to the planting of areas outside the approved landscape zones ie; Marine Park, 76 The Serpentine Bilgola NSW.

All species specified are selected from the Pittwater Council book 'Native Plants for Your Garden' as per section E12 on the DA consent.

If you require any further information, please do not hesitate to contact me.

Kind Regards,

Cheryl Hajje CNP

Manager

5001192 Altach My



25 June 2010

Paul Gearin **Local Group** PO Box 7321 **BAULKHAM HILLS NSW 2153** 

P 02 9836 5711 F 02 9836 5722



Emailed & Posted

Dear Paul

32 The Serpentine, Bilgola **BASIX Compliance** 

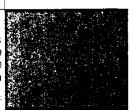
The objectives of the BASIX assessment report No. 20C-06-0257-TRP-218483-1 prepared by Vipac Engineers and Scientists Limited, dated 03 August 2007, have been satisfied in relation to the following;

### Water target of 40%

- 3 star water rated shower heads, toilets and taps have been installed
- A 14,000 litre rain water tank has been installed, collecting all roof water. The rain water is used for landscape irrigation and toilet flushing.
- Landscaped areas have been planted with indigenous/ low water use species of plants
- An on-demand hot water recirculation system has been installed
- Outdoor pool has been constructed to 25kL and no outdoor spa has been installed. The pool is treated with a liquid cover.

### Nathers (Thermal Comfort)

- R1.5 insulation has been installed to External Cavity Brick and Concrete walls.
- R4.0 insulation has been installed to the Roof areas
- R2.5 insulation has been installed to all metal clad walls.
- Skylight is Double Glazed clear.
- All glazing is Single Glass Low-E with timber frame (Total Window System NFRC U-value of 3.67 and SHGC value of 0.41), except:
  - Upper Ground Level: Bedroom 1 south glazing, all north, east and west glazing is Double Glazing clear with timber frame (Total Window System NFRC U-value of 3.30 and SHGC value of 0.61).
  - Ground Level: West staircase glazing and Bedroom 4 south glazing is Double Glazing clear with timber frame (Total Window System NFRC Uvalue of 3.30 and SHGC value of 0.61).





 Lower Ground Level: Bedroom 5 and Rumpus south glazing is Double Glazing clear with timber frame (Total Window System NFRC U-valve of 3.30 and SHGC value of 0.61).

### **Energy target of 40%**

- · Gas Instantaneous (6 star) Hot Water System has been installed.
- 1-phase (5 star) air-conditioning system for living rooms (cooling) and all bedrooms (cooling/ heating) has been installed (day and night zoned)
- · Gas Hydronic system for living areas for heating has been installed.
- Bathrooms, kitchen and laundry exhaust system use individual fans, ducted to façade or roof, with manual on/off switch have been installed.
- · LED and fluorescent light fittings have been used throughout.
- The Kitchen has a Gas cook-top and Electric oven installed.

Should you require any further information, please do not hesitate to contact the undersigned.

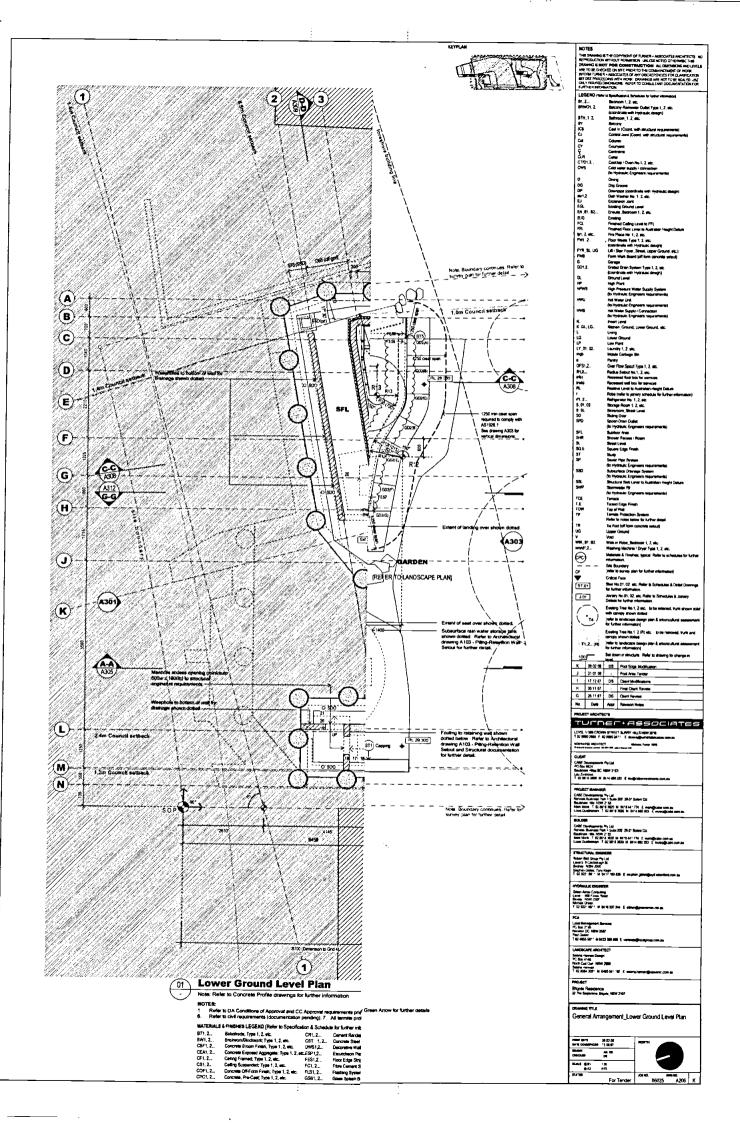
Yours sincerely

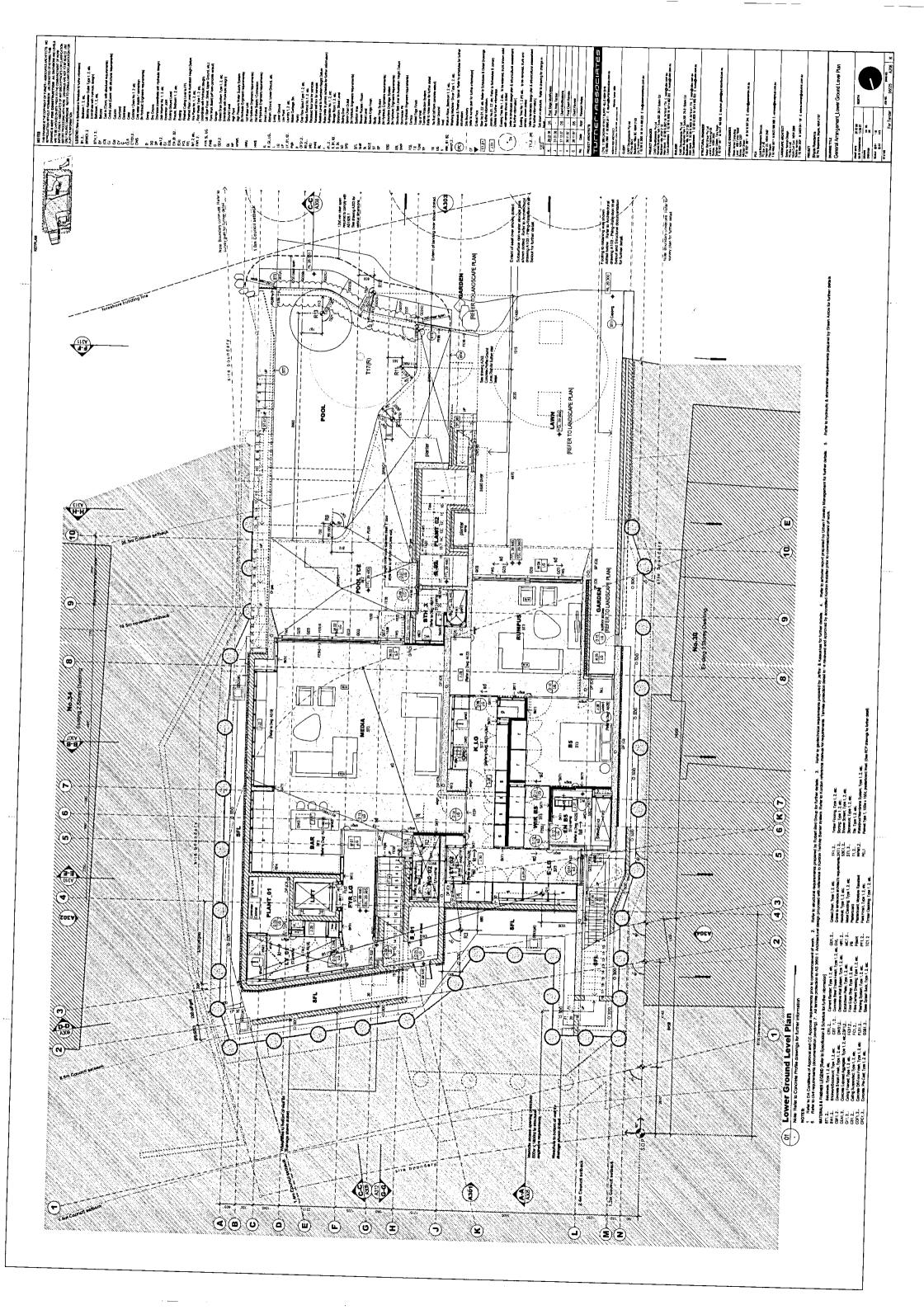
**CABE** 

Per

LOUIS QUATTROMANI Project Manager

D 02 8818 3630





ABN 36 003 299 483

A DIVISION OF TRESDYN PTY LTD

Darryle Dransfield

UNIT 15, 43 STERLING RD, MINCHINBURY NSW 2770 TELEPHONE (02) 9675 5044 • FACSIMILE (02) 9675 5088

Jenny O'Neill

### WORKMANSHIP AND APPLICATION WARRANTY

WARRANTY NO. 2057

To: CABE DEVELOPMENTS PTY LTD

PO BOX 6924.

BAULKHAM HILLS BC NSW 2153

We: Maintenance Applications (NSW)

hereinafter named as the applicator.

Of:

Unit 15, 43 Sterling Road, Minchinbury NSW 2770.

Having completed our contract

At:

BILGOLA HOUSE - 32 THE SERPENTINE, BILGOLA

For:

MR LOU ZIVANOVIC

Using: Tremco's, TREMPROOF 90 waterproofing membrane system applied to the

INTERNAL WET AREAS...... Approx. 145 m<sup>2</sup> Completed.

This membrane was applied according to the manufacturer's specifications, and in

accordance the Australian Standards AS3740/04.

Hereby undertake that we will rectify at our own cost, any deficiency in performance of the process resulting from defective workmanship which occurs within the period of SEVEN (7) years from the 10<sup>TH</sup> JUNE 2010.

The processes have been applied as fully representative of the manufacturer's current specifications for each process to permit performance as claimed for that process, and this warranty is to be read in conjunction with the product warranty in particular Schedule A of that warranty.

Our liability under this warranty is subject to the following terms and conditions:-

- 1. This warranty shall be void and of no effect if the terms of payment and all other conditions contained or implied in the contract are not complied with.
- 2. This warranty shall be void and of no effect, and the Applicator shall have no liability in respect thereof if, the Applicator is not given notice in writing of any alleged failure or fault or deterioration relating to the processes within seven days of the discovery of such alleged failure, fault or deterioration. (Time being of the essence.)

Builders Licence No. 86652C

### Tremco Pty Limited A.B.N. 25 000 024 064

Unit 1, 2-4 Park Road, Rydalmere NSW 2116, PO Box 414, Rydalmere NSW 1701 Phone: (02) 9684 9000 Fax: (02) 9684 2036 Email: tremco@tremco.com.au



### PRODUCT WARRANTY

**WARRANTY OWNERS:** 

MR LOU ZIVANOVIC

**DESCRIPTION OF SITE:** 

BILGOLA HOUSE 32 THE SERPENTINE

BILGOLA NSW

WARRANTY NUMBER:

100616

WORKS DESCRIPTION:

TREMproof® 90

INTERNAL WET AREAS

AREA: 145 SQUARE METRES

WARRANTY PERIOD:

SEVEN (7) YEARS

WARRANTYCOMMENCEMENT:

10<sup>TH</sup> JUNE, 2010

CONTRACTOR:

MAINTENANCE APPLIATIONS NSW

**CONTRACT VALUE:** 

Shall not exceed the invoice value

of goods supplied

### WARRANTY

Tremco Pty Limited (Tremco) hereby warrants to the above named Warranty Owner that, subject to the terms, conditions and limitations of this Warranty that it will replace in containers the above listed Tremco Product to the extent the Tremco product has failed to perform during the warranty period in accordance with this Warranty and Tremco's published specifications, provided that the Tremco product was installed in accordance with Tremco's published recommendations.



### Page 2 of 4

The maximum extent of Tremco's liability for the cost of any repairs shall not exceed the Contract Value reduced by an equal amount per annum to the expiration of the Warranty Period to reflect the service received from the Tremco Products.

In the event of an emergency which requires immediate repair to the Tremco Product to avoid substantial damage to the Tremco Product, building or the building's contents, Tremco may instruct the Warranty Owner to make temporary repairs.

### 2. **EXCLUSIONS**

This Warranty does not cover any failure of Tremco Product as a result of:

- (a) damage caused by lightning, hailstorms, floods, winds of 129kph or greater, tornadoes, earth-quakes, fire, vandalism, animals, penetration of the Tremco Product or chemical attack by outside agents;
- (b) any intentional or negligent act on the part of the Warranty Owner or third party, including but not limited to misuse, abuse, improper treatment or failure to undertake proper maintenance;
- (c) excessive distortion, expansion or contraction of the site due to faulty construction or design of building components used in the site or lack of adequate drainage resulting in accumulation of water on the Tremco product; or
- (d) installation or application of the Tremco product not in accordance with the published recommendations of Tremco.

### 3. NOTICE OF FAILURE TO PERFORM

If the Warranty set out in Clause 1 is breached during the Warranty Period, the Warranty Owner shall, by notice in writing to the Managing Director of Tremco Pty Limited, Unit 1, 2-4 Park Road Rydalmere NSW, 2116, notify Tremco of the failure as soon as possible, and in any event within thirty (30) days of the failure being discovered.

Tremco will within a reasonable time of receipt of notification of the failure, inspect the failure. If the failure is within coverage of this Warranty, Tremco will, at its own expense provide replacement Tremco Products in containers.

### Page 3 of 4

Tremco's sole and exclusive liability for repairs and consequential damages incurred by the building owner and the Warranty Owner as a result of the failure of Tremco product to perform is limited to the value of the contract, as invoiced by Tremco Pty Limited and reduced by an equal amount per annum to the expiration of the Warranty Period to reflect the service provided from the Tremco Product.

### 4. WARRANTY VOIDED

Tremco, may upon reasonable written notice to the Warranty Owner, void this Warranty for any of the following reasons:

- (a) building settlement, deterioration, cracking or failure of the substrate;
- (b) repairs, alterations or installation of structures or fixtures on, near or through the Tremco Product having been conducted without approval of Tremco;
- (c) failure of the Warranty Owner to notify Tremco within the prescribed time of discovery of the defects or failures of the Tremco product;
- (d) failure to repair non-warranty defects or failures according to Tremco's published specifications; or
- (e) failure of building owner or Warranty Owner to comply with routine and necessary maintenance as prescribed in Tremco's published specifications.

### 5. WARRANTY PERIOD

The Warranty Period shall commence from the Warranty Commencement Date.

### 6. ACCESS SITE

During the Warranty Period and at the time of carrying out any rectification or repair under the terms of this Warranty, Tremco shall be provided with free access to the Site where the Tremco Product is located. The cost of installation and removal of any access equipment to provide access to the Tremco Product location that was not required at the date of application of installing the Tremco Product, shall be to the account of the Warranty Owner.

### 7. NON TRANSFERABLE

The Warranty Owners' rights under this warranty are not transferable.



### Page 4 of 4

8. THIS WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE REMEDIES HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE WARRANTY OWNER FOR ANY AND ALL CLAIMS ARISING UNDER, OR IN CONNECTION WITH OR IN ANY WAY RELATING TO THE TREMCO PRODUCT. NO REPRESENTATIVE HAS AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL TREMCO BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF, THE CONTENTS OR FUNCTION OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. TREMCO SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY.

Signed this	<u> </u>	day of	JUNE.	2010
TREMCO PTY	LIMITED			
	JAQ	,		

ABN 36 003 299 483

A DIVISION OF THESDYN PTY LTD

ACN 003 299 483

Darryle Dransfield

UNIT 15, 43 STERLING RD, MINCHINBURY NSW 2770 TELEPHONE (02) 9675 5044 • FACSIMILE (02) 9675 5088

Jenny O'Neill

### WORKMANSHIP AND APPLICATION WARRANTY

**WARRANTY NO. 2056** 

To: CABE DEVELOPMENTS PTY LTD PO BOX 6924. BAULKHAM HILLS BC NSW 2153

We: Maintenance Applications (NSW) hereinafter named as the applicator.

Unit 15, 43 Sterling Road, Minchinbury NSW 2770. Of:

Having completed our contract

At:

BILGOLA HOUSE - 32 THE SERPENTINE, BILGOLA

For:

MR LOU ZIVANOVIC

Using: Research and Applied Technologies, CARLISLE CCW 5012 waterproofing membrane system applied to the

- PAVED COURTYARD / TERRACE
- POND AND ALL STAIRS ...... Approx. 210 m<sup>2</sup> Completed.

This membrane was applied according to the manufacturer's specifications, and in

accordance the Australian Standards AS3740.

Hereby undertake that we will rectify at our own cost, any deficiency in performance of the process resulting from defective workmanship which occurs within the period of SEVEN (7) the 10<sup>1H</sup> JUNE 2010.

The processes have been applied as fully representative of the manufacturer's current specifications for each process to permit performance as claimed for that process, and this warranty is to be read in conjunction with the product warranty in particular Schedule A of that warranty.

Our liability under this warranty is subject to the following terms and conditions:-

- 1. This warranty shall be void and of no effect if the terms of payment and all other conditions contained or implied in the contract are not complied with.
- 2. This warranty shall be void and of no effect, and the Applicator shall have no liability in respect thereof if, the Applicator is not given notice in writing of any alleged failure or fault or deterioration relating to the processes within seven days of the discovery of such alleged failure, fault or deterioration. (Time being of the essence.)

	Builders	Licence	No.	86652C
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# Research and Applied Technologies Pty Ltd

ABN 56 003 463 993

Suppliers and Consultants for Building Durability

Suite 108 Level 6 330 Wattle Street Ultimo NSW 2007 AUSTRALIA Ph: 612 92116644

Fax: 61292116444 Email: info@researchandappiled.com.au

6th July 2010

Tresdyn Pty Ltd Trading as Maintenance Applications (NSW) ABN 36 003 299 483 Unit 15, 43 Sterling Road Minchinbury NSW 2770

### Carlisle CCW 5012 MATERIAL WARRANTY

# PROJECT ADDRESS: - "Bilgola House" 32 The Serpentine Bilgola NSW 2107: - 210m<sup>2</sup> - Paved Courtyard / Terrace and Pond

- A. Research and Applied Technologies hereby warrants the waterproofing performance of the Carlisle CCW 5012 applied on the above project in accordance with the manufacturer's instructions for a period of 7 years from the date of completion of the works, viz 10<sup>th</sup> June 2010.
- B. In the event of a failure in its waterproofing performance, the failure will be rectified by Research and Applied Technologies at its cost and to its requirements provided that no other substance has been applied over the finished Carlisle CCW 5012 or the Carlisle CCW 5012 has not otherwise been interfered with without the written consent of Research and Applied Technologies previously obtained. This liability does not extend to failure of the Carlisle CCW 5012 due to cracks, damage or defects which develop in the building after the Carlisle CCW 5012 has been applied or to the rectification of blisters in the Carlisle CCW 5012 due to entrapped moisture from whatever source and there shall be no liability in respect of this warranty for any damage to the Carlisle CCW 5012 caused by actions or events outside the control of Research and Applied Technologies.
- C. Otherwise than as set out herein, Research and Applied Technologies shall not be liable for any damage or loss suffered or incurred by Tresdyn Pty Ltd consequential or otherwise. Research and Applied Technologies shall be entitled for reimbursement of investigation costs as a debt due and owing when it is found that the terms of this warranty do not apply. Research and Applied Technologies has no liability for any costs of any associated works required for the execution of this warranty.
- D. Should liability be established and arise within the warranty period repairs will be effected and replacement materials supplied provided payment is made by Tresdyn Pty Ltd at the then current price of repairs discounted by a fraction which equals the ratio of the part of the warranty period not achieved to the full warranty period.
- E.Research and Applied Technologies obligation under this warranty shall be void and of no effect if the terms of payment and all other conditions contained or implied in the contract for the purchase of the Carlisle CCW 5012 are not complied with. Payment terms being of the essence.
- F. Research and Applied Technologies obligation under this warranty shall be void and of no effect if Research and Applied Technologies is not given notice in writing of any alleged failure or fault or deterioration relating to the process or its performance within seven (7) days of the discovery of such alleged failure, fault or deterioration. Time being of the essence.
- G. The works shall be as detailed or specified in Tresdyn Pty Ltd Contract dated 12th December 2009.
- H. Research and Applied Technologies does not warrant that any repair work carried out pursuant to the terms of this warranty when completed shall match the existing applied process in respect of colour, texture or materials.
- 1. Notwithstanding the above, the warranty shall be limited to the original Contract sum.
- J. The benefit of this warranty is not assignable without prior written consent of Research and Applied Technologies
- K. This warranty does not exclude any obligation or liability implied by law, the exclusion of which is prohibited.
- L. This warranty is issued for the performance of the Carlisle CCW 5012 material only and does not apply to any failure whatsoever which is related to or is a result of the process of application or workmanship and is only valid when issued in conjunction with Tresdyn Pty Ltd Labour and Workmanship warranty for the same warranty period.

M. The Carlisle CCW 5012 shall be applied by an approved applicator strictly in accordance with the current specifications supplied by Research and Applied Technologies. Research and Applied Technologies has no responsibility under the terms of this warranty if the Carlisle CCW 5012 has not been installed in accordance with the current relevant specifications.

For and on behalf of Tresdyn Pty Ltd

Date 9/7/60

ABN 36 003 299 483

A DIVISION OF TRESDYN PTY LTD

ACN 003 299 483

Darryle Dransfield

UNIT 15, 43 STERLING RD, MINCHINBURY NSW 2770 TELEPHONE (02) 9675 5044 • FACSIMILE (02) 9675 5088

Jenny O'Neill

### **WORKMANSHIP AND APPLICATION WARRANTY**

WARRANTY NO. 2055

To: CABE DEVELOPMENTS PTY LTD PO BOX 6924,
BAULKHAM HILLS BC NSW 2153

We: Maintenance Applications (NSW)

hereinafter named as the applicator.

Of:

At:

Unit 15, 43 Sterling Road, Minchinbury NSW 2770.

y NSW 2770. Having completed our contract

BILGOLA HOUSE - 32 THE SERPENTINE, BILGOLA

For:

MR LOU ZIVANOVIC

Using: Research and Applied Technologies, CARLISLE CCW 5013 waterproofing membrane system applied to the

- AWNING ENTRY ROOF
- TERRACES WITH TIMBER DECKING
- TWO (2) CONCRETE AWNINGS ON THE EASTWEST SIDE @ GROUND LEVEL

This membrane was applied according to the manufacturer's specifications, and in

### accordance the Australian Standards AS3740.

Hereby undertake that we will rectify at our own cost, any deficiency in performance of the process resulting from defective workmanship which occurs within the period of SEVEN (7) years from the 10<sup>TH</sup> JUNE 2010.

The processes have been applied as fully representative of the manufacturer's current specifications for each process to permit performance as claimed for that process, and this warranty is to be read in conjunction with the product warranty in particular Schedule A of that warranty.

Our liability under this warranty is subject to the following terms and conditions:-

- 1. This warranty shall be void and of no effect if the terms of payment and all other conditions contained or implied in the contract are not complied with.
- 2. This warranty shall be void and of no effect, and the Applicator shall have no liability in respect thereof if, the Applicator is not given notice in writing of any alleged failure or fault or

Builders Licence No. 86652C —



# Research and Applied Technologies Pty Ltd

ABN 56 003 463 992

Suppliers and Consultants for Building Durability

Suite 108 Level 6 330 Wattle Street Ultime NSW 2007 AUSTRALIA Ph: 612 92116644

Fax: 61292116444 Email: info@researchandapplied.com.au

6th July 2010

Tresdyn Pty Ltd Trading as Maintenance Applications (NSW) ABN 36 003 299 483 Unit 15, 43 Sterling Road Minchinbury NSW 2770

### Carlisle CCW 5013 MATERIAL WARRANTY

## PROJECT ADDRESS: - "Bilgola House" 32 The Serpentine Bilgola NSW 2107: 90m<sup>2</sup> - Entry Awning, Timber Terraces, Tops of Planters

- A. Research and Applied Technologies hereby warrants the waterproofing performance of the Carlisle CCW 5013 applied on the above project in accordance with the manufacturer's instructions for a period of 7 years from the date of completion of the works, viz 10<sup>th</sup> June 2010.
- B. In the event of a failure in its waterproofing performance, the failure will be rectified by Research and Applied Technologies at its cost and to its requirements provided that no other substance has been applied over the finished Carlisle CCW 5013 or the Carlisle CCW 5013 has not otherwise been interfered with without the written consent of Research and Applied Technologies previously obtained. This liability does not extend to failure of the Carlisle CCW 5013 due to cracks, damage or defects which develop in the building after the Carlisle CCW 5013 has been applied or to the rectification of blisters in the Carlisle CCW 5013 due to entrapped moisture from whatever source and there shall be no liability in respect of this warranty for any damage to the Carlisle CCW 5013 caused by actions or events outside the control of Research and Applied Technologies.
- C. Otherwise than as set out herein, Research and Applied Technologies shall not be liable for any damage or loss suffered or incurred by Tresdyn Pty Ltd consequential or otherwise. Research and Applied Technologies shall be entitled for reimbursement of investigation costs as a debt due and owing when it is found that the terms of this warranty do not apply. Research and Applied Technologies has no liability for any costs of any associated works required for the execution of this warranty.
- D. Should liability be established and arise within the warranty period repairs will be effected and replacement materials supplied provided payment is made by Tresdyn Pty Ltd at the then current price of repairs discounted by a fraction which equals the ratio of the part of the warranty period not achieved to the full warranty period.
- E.Research and Applied Technologies obligation under this warranty shall be void and of no effect if the terms of payment and all other conditions contained or implied in the contract for the purchase of the Carlisle CCW 5013 are not complied with. Payment terms being of the essence.
- F. Research and Applied Technologies obligation under this warranty shall be void and of no effect if Research and Applied Technologies is not given notice in writing of any alleged failure or fault or deterioration relating to the process or its performance within seven (7) days of the discovery of such alleged failure, fault or deterioration. Time being of the essence.
- G. The works shall be as detailed or specified in Tresdyn Pty Ltd Contract dated 12th December 2009.
- H. Research and Applied Technologies does not warrant that any repair work carried out pursuant to the terms of this warranty when completed shall match the existing applied process in respect of colour, texture or materials.
- Notwithstanding the above, the warranty shall be limited to the original Contract sum.
- J. The benefit of this warranty is not assignable without prior written consent of Research and Applied Technologies
- K. This warranty does not exclude any obligation or liability implied by law, the exclusion of which is prohibited.
- L. This warranty is issued for the performance of the Carlisle CCW 5013 material only and does not apply to any failure whatsoever which is related to or is a result of the process of application or workmanship and is only valid when issued in conjunction with Tresdyn Pty Ltd Labour and Workmanship warranty for the same warranty period.

M. The Carlisle CCW-5017 shall be applied by an approved applicator strictly in accordance with the current specifications supplied by Research and Applied Technologies. Research and Applied Technologies has no responsibility under the terms of this warranty if the Carlisle CCW 5013 has not been installed in accordance with the current relevant specifications.

Signed For and Applied Technologies Pty Ltd

For and on behalf of Tresdyn Pty Ltd

Date...9/7//0

ABN 36 003 299 483

A DIVISION OF TRESDYN PTY LTD

ACN 003 299 483

Darrvle Dransfield

UNIT 15, 43 STERLING RD, MINCHINBURY NSW 2770 TELEPHONE (02) 9675 5044 • FACSIMILE (02) 9675 5088

Jenny O'Neill

### **WORKMANSHIP AND APPLICATION WARRANTY**

WARRANTY NO. 2054

To: CABE DEVELOPMENTS PTY LTD PO BOX 6924, BAULKHAM HILLS BC NSW 2153

We: Maintenance Applications (NSW)

hereinafter named as the applicator.

Of:

Unit 15, 43 Sterling Road, Minchinbury NSW 2770.

Having completed our contract

At:

BILGOLA HOUSE - 32 THE SERPENTINE, BILGOLA

For:

MR LOU ZIVANOVIC

Using: Research and Applied Technologies, CARLISLE CCW 525 "RED EARTH" waterproofing membrane system applied to the

RETAINING WALLS...... Approx. 170 m<sup>2</sup> Completed.

PLANTERS...... Approx. 13 m<sup>2</sup> Completed.

This membrane was applied according to the manufacturer's specifications, and in accordance the Australian Standards AS4303.

Hereby undertake that we will rectify at our own cost, any deficiency in performance of the process resulting from defective workmanship which occurs within the period of SEVEN (7) years from the 10<sup>TH</sup> JUNE 2010.

The processes have been applied as fully representative of the manufacturer's current specifications for each process to permit performance as claimed for that process, and this warranty is to be read in conjunction with the product warranty in particular Schedule A of that warranty.

Our liability under this warranty is subject to the following terms and conditions:-

- 1. This warranty shall be void and of no effect if the terms of payment and all other conditions contained or implied in the contract are not complied with.
- 2 This warranty shall be void and of no effect, and the Applicator shall have no liability in respect thereof if, the Applicator is not given notice in writing of any alleged failure or fault or deterioration relating to the processes within seven days of the discovery of such alleged failure, fault or deterioration. (Time being of the essence.)

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# Research and Applied Technologies Pty Ltd

ABN 56 003 463 992

Suppliers and Consultants for Building Durability

Suite 108 Level 6 330 Wattle Street Ultimo NSW 2007 AUSTRALIA

Ph: 612 92116644
Fax: 61292116444
Email: into@researchandspoked.com.au

6th July 2010

Tresdyn Pty Ltd Trading as Maintenance Applications (NSW) ABN 36 003 299 483 Unit 15, 43 Sterling Road Minchinbury NSW 2770

# Carlisle CCW 525 MATERIAL WARRANTY

# PROJECT ADDRESS: - "Bilgola House" 32 The Serpentine Bilgola NSW 2107: Retaining Walls 170m² - Planters 13m²

- A. Research and Applied Technologies hereby warrants the waterproofing performance of the Carlisle CCW 525 applied on the above project in accordance with the manufacturer's instructions for a period of 7 years from the date of completion of the works, viz 10<sup>th</sup> June 2010.
- B. In the event of a failure in its waterproofing performance, the failure will be rectified by Research and Applied Technologies at its cost and to its requirements provided that no other substance has been applied over the finished Carlisle CCW 525 or the Carlisle CCW 525 has not otherwise been interfered with without the written consent of Research and Applied Technologies previously obtained. This liability does not extend to failure of the Carlisle CCW 525 due to cracks, damage or defects which develop in the building after the Carlisle CCW 525 has been applied or to the rectification of blisters in the Carlisle CCW 525 due to entrapped moisture from whatever source and there shall be no liability in respect of this warranty for any damage to the Carlisle CCW 525 caused by actions or events outside the control of Research and Applied Technologies.
- C. Otherwise than as set out herein, Research and Applied Technologies shall not be liable for any damage or loss suffered or incurred by Tresdyn Pty Ltd consequential or otherwise. Research and Applied Technologies shall be entitled for reimbursement of investigation costs as a debt due and owing when it is found that the terms of this warranty do not apply. Research and Applied Technologies has no liability for any costs of any associated works required for the execution of this warranty.
- D. Should liability be established and arise within the warranty period repairs will be effected and replacement materials supplied provided payment is made by Tresdyn Pty Ltd at the then current price of repairs discounted by a fraction which equals the ratio of the part of the warranty period not achieved to the full warranty period.
- E.Research and Applied Technologies obligation under this warranty shall be void and of no effect if the terms of payment and all other conditions contained or implied in the contract for the purchase of the Carlisle CCW 525 are not complied with. Payment terms being of the essence.
- F. Research and Applied Technologies obligation under this warranty shall be void and of no effect if Research and Applied Technologies is not given notice in writing of any alleged failure or fault or deterioration relating to the process or its performance within seven (7) days of the discovery of such alleged failure, fault or deterioration. Time being of the essence.
- G. The works shall be as detailed or specified in Tresdyn Pty Ltd Contract dated 12th December 2009.
- H. Research and Applied Technologies does not warrant that any repair work carried out pursuant to the terms of this warranty when completed shall match the existing applied process in respect of colour, texture or materials.
- I. Notwithstanding the above, the warranty shall be limited to the original Contract sum.
- J. The benefit of this warranty is not assignable without prior written consent of Research and Applied Technologies
- K. This warranty does not exclude any obligation or liability implied by law, the exclusion of which is prohibited.
- L. This warranty is issued for the performance of the Carlisle CCW 525 material only and does not apply to any failure whatsoever which is related to or is a result of the process of application or workmanship and is only valid when issued in conjunction with Tresdyn Pty Ltd Labour and Workmanship warranty for the same warranty period.

M. The Carlisle CCW 525 shall be applied by an approved applicator strictly in accordance with the current specifications supplied by Research and Applied Technologies. Research and Applied Technologies has no responsibility under the terms of this warranty if the Carlisle CCW 525 has not been installed in accordance with the current relevant specifications.

Signed For and on behalf of Research and Applied Technologies Pty Ltd

For and on behalf of Tresdyn Pty Ltd

Date 9/7/6