



## SPECIAL INSERT '1'

The parties agree that the contract is to be amended as follows:

1. The following definitions are added to the 'Interpretation' Clause (Clause 1):

*"statutory warranty"* means a warranty as to residential building work as defined in the Home Building Act.

*"consumer guarantee"* means a right or guarantee the *owner* may have under the *Australian Consumer Law* that cannot lawfully be excluded.

*"Australian Consumer Law"* means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (Competition and Consumer Act).

*"non-excludable terms"* means any *statutory warranties* that are implied in this *contract* for which it is unlawful under the Home Building Act to exclude and/or *consumer guarantees* that apply to this *contract* that cannot be excluded under the *Australian Consumer Law* within the Competition and Consumer Act.

2. Clause 36.2 is deleted, and replaced with the following:

36.2 Subject to the *non-excludable terms* and to the maximum extent permitted by law, the *builder* is not responsible for and will have no liability in relation to:

- a) loss or damage to the *owner's* property or property for which the *owner* is responsible that is left on the *site*;
- b) any defect, structural deficiency, settlement or deterioration in the *existing building* except to the extent that it is caused by the *builder* failing to take reasonable care in carrying out *the building works*;
- c) damage to the ceilings in the *existing building* except to the extent that it is caused by the *builder* failing to take reasonable care in carrying out the *building works*;
- d) damage to paths, gardens, driveways, trees, lawns, and other landscaping; and
- e) the restoration of areas affected by the *building works* to their original condition.

Nothing in this *contract* limits, excludes or modifies any *non-excludable terms*.

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Owner

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Owner

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Builder

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Date