

50 year structural guarantee

OFFER TO EXTEND DEFECT LIABILITY PERIOD

It is normal in newly completed homes for minor defect items to arise. These minor defect items can be due to building movement, settlement, normal wear and tear, or lack of maintenance.

The first three months after your home is completed is called the Builders Maintenance Period. At the end of the three month period the builder may be required to rectify and/or reinstate any items which may have become defective due to building movement or settling, taking into account any warranty given by manufacturers.

Whilst the legal requirement for the Builders Maintenance Period is to provide cover for three months, Henley Properties is proud to offer our customers an option to extend this warranty period to twelve months from settlement of the home building contract. If you take up this offer then the extension allows for your house to settle over all four seasons in the year.

Please note that at the time of your Practical Completion inspection, you must choose to have your Builder's Maintenance inspection carried out at either three months OR twelve months from settlement. We do not inspect your home at both of these intervals, only the one you choose. The Practical Completion inspection is your chance to inspect your property before you arrange for settlement and hand over of keys.

50 YEAR STRUCTURAL GUARANTEE – SPECIAL WARRANTY

As a recognised leader of quality built homes in Victoria, we are proud to offer a special 50 Year Structural Guarantee on your home. This 50 Year Structural Guarantee is a special warranty that applies to homes under contract signed after 29 December 2011 and demonstrates our commitment to giving you peace of mind, knowing that you have made the right decision in choosing a Henley home.

This warranty will protect your home from structural defects for 50 years after the date of your Practical Completion inspection. It covers the foundation systems, concrete or strip footings, load bearing brick work; structural timbers and steel in wall or roof framing, but does exclude the following defects, namely:

(a) Defects due to your misuse or neglect

Defects caused by neglect or failure on your part to properly maintain your home or by the misuse of your home after the

Practical Completion inspection of your home has occurred will not be covered under this special warranty.

In addition to other maintenance precautions, you should have regard to the CSIRO's Guide to Foundation Maintenance and Footing Performance on how to care for your new home after completion. Failure to properly maintain the fittings or fixtures on your land including, drains, pipes, pits, plumbing works, electrical wiring and appliances would not be covered by this warranty.

(b) Defects due to environmental factors

Defects or damage caused by natural forces or events, including weather, storm, fire, rain, flood, earthquake, and wind are not covered under this warranty. These forces or events can cause damage to roofs, windows, and other parts of the house. You should consider building insurance for your home. In the event of such damage, you should contact your insurance company so that repairs and any rectification work can be put into effect as soon as possible.

(c) Natural causes, poor drainage and leaking plumbing

Defects and damage to footing systems or slab due to abnormal conditions (other than seasonal changes), such as the effect of tree roots or plant growth affecting any structural part of the house, poor surface drainage of the land and/or leaking plumbing in or about the house will not be covered under the special warranty. For information about how to prevent that type of defect or damage you can refer to the CSIRO's Guide to Foundation Maintenance and Footing Performance.

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(d) Minor cracking

Depending on the prevailing climatic conditions, it will take up to 12 months for your new home to settle into its new environment.

Generally this settlement will become evident as minor cracking to the inflexible internal junctions of walls and the intersection of cornices to both walls and ceilings.

In a new home, movement due to shrinking may evidence itself in minor cracking. For this reason hairline or minor cracks to the inflexible internal junctions of walls and the intersection of cornices to both walls and ceilings and surface crack in slabs and concrete surfaces are not covered by this warranty agreement

(e) Termite Inspection

Termite control is provided during the construction of your home, in accordance with the Building Code of Australia and Australian Standard AS 3660.1. Information regarding Termite Protection is given to you during the New Home Proposal stage.

Once you take ownership of your new home, it is your responsibility to ensure that your home is inspected and treated each year for termites. Your Termite Protection Guarantee may become void if you do not have a licensed inspector attend your home at twelve month intervals.

Any defect or damage caused by termites occurring in structural timber components of the home will not be covered by this special warranty if these regular annual inspections are not carried out.

Please refer to the Termite Inspection warranty given to you at Practical Completion for more information.

(f) Specific non structural items

Without limiting the range of matters excluded under this special structural warranty, any marks or scratches on or defect in any cupboard doors, basins, baths, showers, bench-tops, vanities, carpets and other floor coverings, wall tiles, furniture, fittings, drapes, curtains, blinds, televisions, computer and all electric switches, machines and appliances, painted and finished surfaces, goods and moveable chattels are specifically not covered under this special warranty.

NOTE

This special 50 Year Structural Guarantee is offered to customers of Henley Properties on all contracts signed after the 29 December 2011 and is not transferable to future owners of the property.

