

NOTICE OF PROPOSED DEVELOPMENT

Notice is hereby given that an application has been made for planning approval for the following development:

SITE:

8 PINTO CLOSE, ORIELTON

PROPOSED DEVELOPMENT:

DWELLING AND OUTBUILDING

The relevant plans and documents can be inspected at the Council Offices at 47 Cole Street, Sorell during normal office hours, or the plans may be viewed on Council's website at www.sorell.tas.gov.au until **Tuesday 16th June 2026**.

Any person may make representation in relation to the proposal by letter or electronic mail (sorell.council@sorell.tas.gov.au) addressed to the Chief Executive Officer. Representations must be received no later than **Tuesday 16th June 2026**.

APPLICATION NO: 5.2026-101.1
DATE: 29 MAY 2026



Annotations

- Polygon3
- Polygon2
- Polygon1

Surrounding Properties for PID: 18580 92

- Property

Roads

- DSG Roads
- Council Roads

Property

- Property
- Titles

Transport

Capital Works 2026

- Footpath
- Recon
- Reseal
- Resheet

Roads

-
-



Disclaimer

Any information extracted from this document (from the face of the document or by scale) should be verified on site. Council takes no responsibility for the accuracy of any information contained or presented in the document. While every care has been taken to ensure the accuracy of this information, Council makes no representations or warranties about the accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and liability.

100 m



Part B: Please note that Part B of this form is publicly exhibited.

Full description of Proposal:	Use:
	Development:
	<i>Large or complex proposals should be described in a letter or planning report.</i>

Design and construction cost of proposal:	\$
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Is all, or some the work already constructed:	No: <input type="checkbox"/> Yes: <input type="checkbox"/>
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Location of proposed works:	Street address:
	Suburb: Postcode:
	Certificate of Title(s) Volume: Folio:

Current Use of Site
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Current Owner/s:	Name(s).....
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Is the Property on the Tasmanian Heritage Register?	No: <input type="checkbox"/> Yes: <input type="checkbox"/>	<i>If yes, please provide written advice from Heritage Tasmania</i>
Is the proposal to be carried out in more than one stage?	No: <input type="checkbox"/> Yes: <input type="checkbox"/>	<i>If yes, please clearly describe in plans</i>
Have any potentially contaminating uses been undertaken on the site?	No: <input type="checkbox"/> Yes: <input type="checkbox"/>	<i>If yes, please complete the Additional Information for Non-Residential Use</i>
Is any vegetation proposed to be removed?	No: <input type="checkbox"/> Yes: <input type="checkbox"/>	<i>If yes, please ensure plans clearly show area to be impacted</i>
Does the proposal involve land administered or owned by either the Crown or Council?	No: <input type="checkbox"/> Yes: <input type="checkbox"/>	<i>If yes, please complete the Council or Crown land section on page 3</i>

If a new or upgraded vehicular crossing is required from Council to the front boundary please complete the Vehicular Crossing (and Associated Works) application form
<https://www.sorell.tas.gov.au/services/engineering/>



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 Development Application: 5.2026.101.1 -
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Part B continued: Please note that Part B of this form is publicly exhibited

Declarations and acknowledgements

- I/we confirm that the application does not contradict any easement, covenant or restriction specified in the Certificate of Title, Schedule of Easements or Part 5 Agreement for the land.
- I/we consent to Council employees or consultants entering the site and have arranged permission and/or access for Council’s representatives to enter the land at any time during normal business hours.
- I/we authorise the provision of a copy of any documents relating to this application to any person for the purposes of assessment or public consultation and have permission of the copyright owner for such copies.
- I/we declare that, in accordance with s52(1) of the *Land Use Planning and Approvals Act 1993*, that I have notified the owner(s) of the intention to make this application.
- I/we declare that the information in this application is true and correct.

Details of how the Council manages personal information and how you can request access or corrections to it is outlined in Council’s Privacy Policy available on the Council website.

- I/we acknowledge that the documentation submitted in support of my application will become a public record held by Council and may be reproduced by Council in both electronic and hard copy format in order to facilitate the assessment process, for display purposes during public exhibition, and to fulfil its statutory obligations. I further acknowledge that following determination of my application, Council will store documentation relating to my application in electronic format only.
- Where the General Manager’s consent is also required under s.14 of the *Urban Drainage Act 2013*, by making this application I/we also apply for that consent.

Applicant Signature:	Signature: 	Date: 31-3-2026
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Crown or General Manager Land Owner Consent

If the land that is the subject of this application is owned or administered by either the Crown or Sorell Council, the consent of the relevant Minister or the Council General Manager whichever is applicable, must be included here. This consent should be completed and signed by either the General Manager, the Minister, or a delegate (as specified in s52 (1D-1G) of the *Land Use Planning and Approvals Act 1993*).


Please note:

- If General Manager consent is required, please first complete the General Manager consent application form available on our website www.sorell.tas.gov.au
- If the application involves Crown land you will also need a letter of consent.
- Any consent is for the purposes of making this application only and is not consent to undertaken work or take any other action with respect to the proposed use or development.

I _____ being responsible for the

administration of land at _____

declare that I have given permission for the making of this application for



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Signature of General Manager, Minister or Delegate:	Signature:	Date:
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SEARCH OF TORRENS TITLE

VOLUME 186369	FOLIO 11
EDITION 3	DATE OF ISSUE 15-Nov-2025

SEARCH DATE : 30-Mar-2026

SEARCH TIME : 10.55 am

DESCRIPTION OF LAND

Parish of SORELL Land District of PEMBROKE
 Lot 11 on Sealed Plan [186369](#)
 Derivation : Part of Lot 30000, 276A-1R-25P Gtd. to Owen
 Douglas Townsend
 Prior CT [167839/1](#)

SCHEDULE 1

[N284736](#) TRANSFER to LAURA PAIGE DONNELLY and TEKANIWHA MOHI
 DONDA AHIPENE Registered 15-Nov-2025 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
[SP186369](#) EASEMENTS in Schedule of Easements
[SP186369](#) FENCING PROVISION in Schedule of Easements
[SP 31317](#) FENCING COVENANT in Schedule of Easements
[SP103907](#), [SP155615](#) & [SP167839](#) FENCING PROVISION in Schedule of
 Easements
[SP 31317](#) COUNCIL NOTIFICATION under Section 468(12) of the
 Local Government Act 1962
[E438425](#) MORTGAGE to AFSH Nominees Pty Ltd Registered
 15-Nov-2025 at 12.01 pm

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



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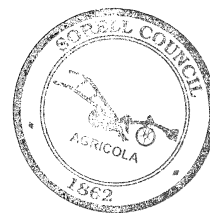
Registered Number

SP 186369

COUNCIL APPROVAL

(Insert any qualification to the permit under section 83(5), section 109 or section 111 of the Local Government (Building & Miscellaneous Provisions) Act 1993)
The subdivision shown in this plan is approved

In witness whereof the common seal of SORELL COUNCIL
has been affixed, pursuant to a resolution of the Council of the said municipality
passed the 17 day of JAN 2023, in the presence of us



Member

Member

Council Delegate [Signature]

Council Reference 7.2020.28.1

NOMINATIONS

For the purpose of section 88 of the Local Government (Building & Miscellaneous Provisions) Act 1993
the owner has nominated

BUTLER, MCINTYRE & BUTLER..... Solicitor to act for the owner

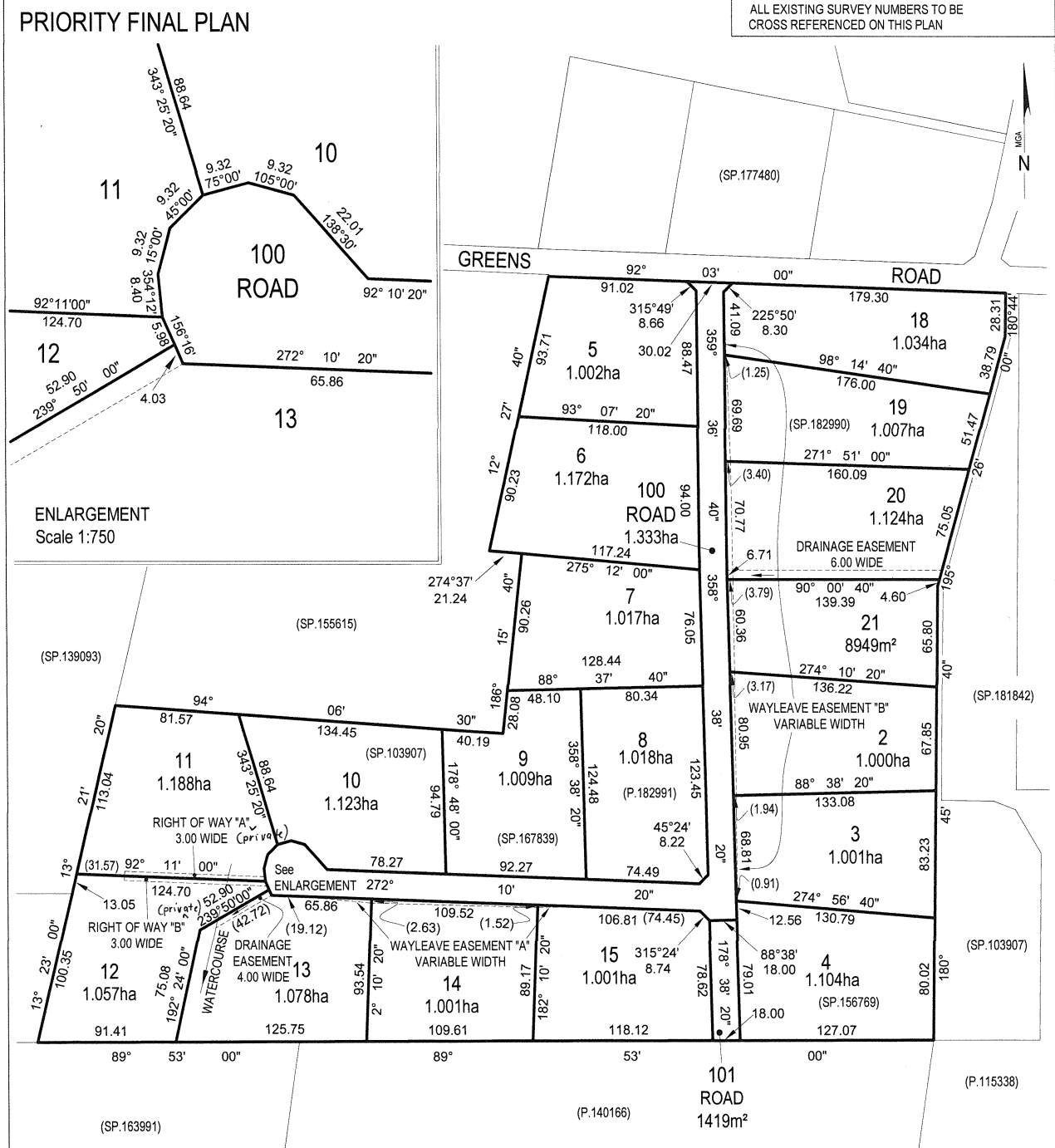
J.B.MEDBURY OF LEARY, COX & CRIPPS... Surveyor to act for the owner



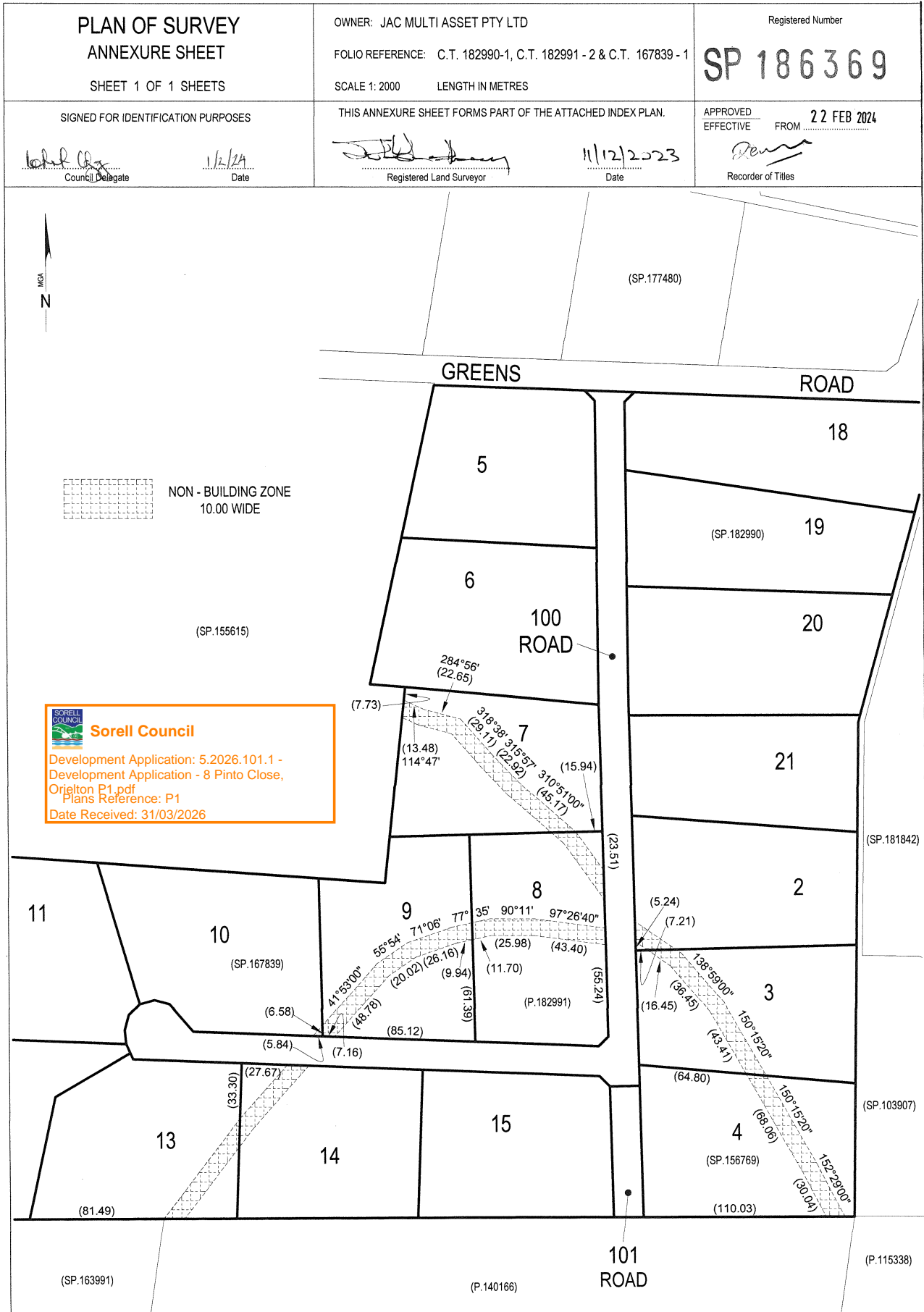
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OFFICE EXAMINATION: Indexed Computed AS Examined AS 21.2.24

OWNER: JAC MULTI ASSET PTY LTD	PLAN OF SURVEY	REGISTERED NUMBER SP186369
FOLIO REFERENCE: C.T. 182990-1, C.T. 182991 - 2 & C.T. 167839 - 1		BY SURVEYOR: J.B. MEDBURY of LEARY, COX & CRIPPS SURVEYORS Unit G04 40 Mollie Street, HOBART TAS 7000 P 03 6118 2030 E admin@lccsurvey.com
GRANTEE: PART OF LOT 30000, 279 1-25 GRANTED TO OWEN DOUGLAS TOWNSEND	LOCATION: LAND DISTRICT OF PEMBROKE PARISH OF SORELL	APPROVED EFFECTIVE FROM 22 FEB 2024
SCALE 1: 2500	LENGTHS IN METRES	Recorder of Titles



<p>Sorell Council</p> <p>Development Application: 5.2026.101.1 - Development Application - 8 Pinto Close, Orighton P1.pdf Plans Reference: P1 Date Received: 31/03/2026</p>	see ANNEXURE SHEET 1. for NON - BUILDING ZONE
<p>Registered Land Surveyor: <i>J.B. Medbury</i> 11/12/2023</p>	<p>Council Delegate: <i>John P. ...</i> 1/2/24</p>



PROPERTY ID: 9456529
MUNICIPALITY: SORELL

PROPERTY ADDRESS: 8 PINTO CLOSE
 ORIELTON TAS 7172

PROPERTY NAME:

TITLE OWNER: 186369/11 : TEKANIWHA MOHI DONDA AHIPENE, LAURA PAIGE DONNELLY

INTERESTED PARTIES: TEKANIWHA MOHI DONDA AHIPENE, LAURA PAIGE DONNELLY

POSTAL ADDRESS: [REDACTED]
 (Interested Parties)

MAIN IMPROVEMENTS SUMMARY

Improvements: VACANT LAND
Improvement Sizes (Top 3 by Size): Improvement: Area:
Number of Bedrooms:
Construction Year of Main Building:
Roof Material:
Wall Material:
Land Area: 1.188 hectares

LAST SALES

Contract Date	Settlement Date	Sale Price
07/08/2025	30/09/2025	\$385,000

LAST VALUATIONS

Date Inspected	Levels At	Land	Capital	A.A.V.	Reason
02/02/2025	01/07/2024	\$350,000	\$350,000	\$14,000	FRESH VALUATION
20/05/2024	01/07/2016	\$110,000	\$110,000	\$4,400	SPLIT FROM CANCELLED PID 3311074



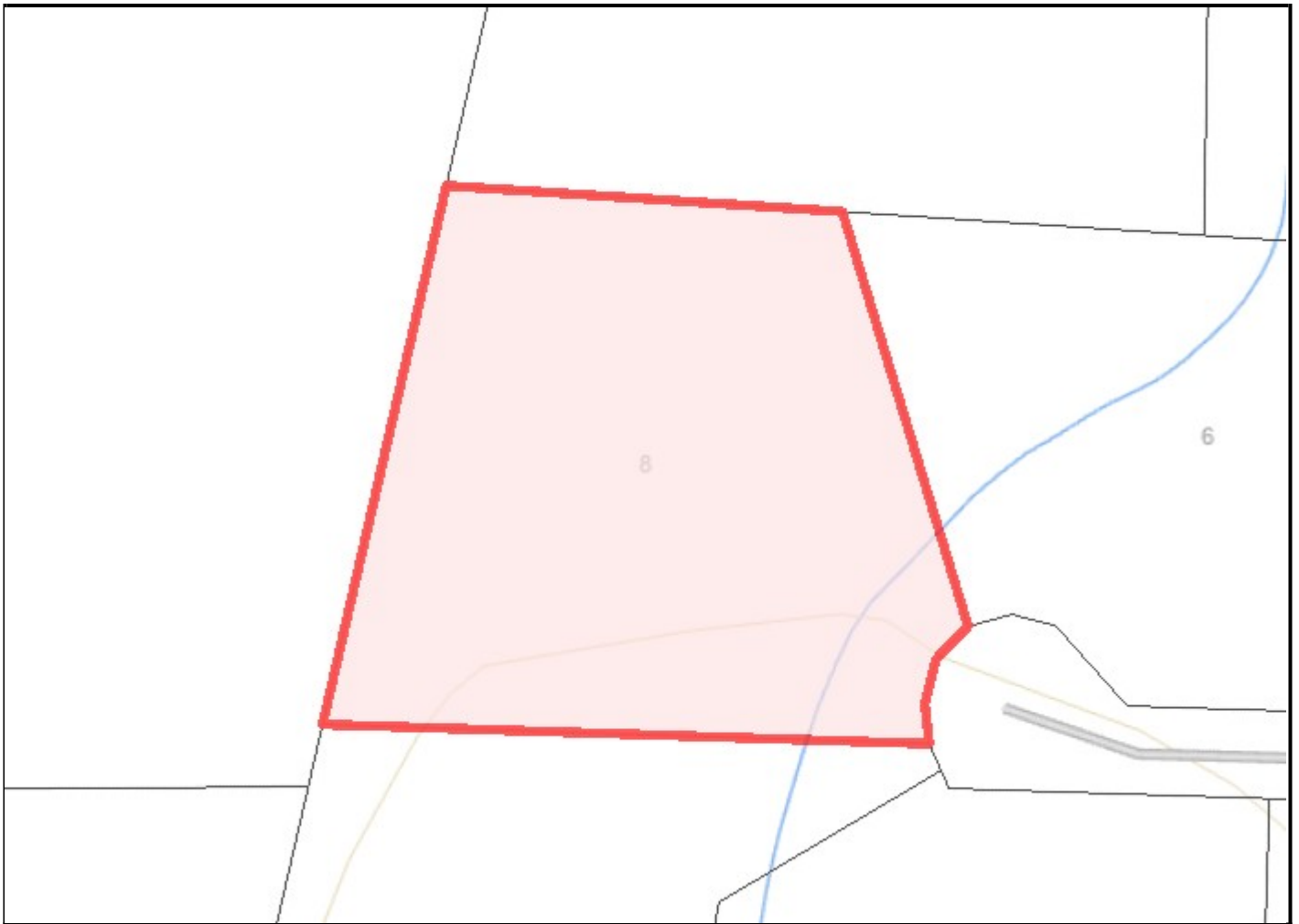
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No information obtained from the LIST may be used for direct marketing purposes.

Much of this data is derived from the Valuation Rolls maintained by the Valuer-General under the provisions of the Valuation of Land Act 2001. The values shown on this report are as at the Levels At date.

While all reasonable care has been taken in collecting and recording the information shown above, this Department assumes no liability resulting from any errors or omissions in this information or from its use in any way.

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Explanation of Terms

Property ID - A unique number used for Valuation purposes.

Date Inspected - The date the property was inspected for the valuation.

Levels At - Levels At - or Levels of Valuation Date means the date at which values of properties are determined for all valuations in a Municipal Area.

Land Value - Land Value is the value of the property including drainage, excavation, filling, reclamation, clearing and any other invisible improvements made to the land. It excludes all visible improvements such as buildings, structures, fixtures, roads, standings, dams, channels, artificially established trees and pastures and other like improvements.

Capital Value - Capital Value is the total value of the property (including the land value), excluding plant and machinery.

AAV - Assessed Annual Value. AAV is the gross annual rental value of the property excluding GST, municipal rates, land tax and fixed water and sewerage, but cannot be less than 4% of the capital value.

Interested Parties - This is a list of persons who have been recorded by the Valuer-General as having interest in the property (ie owner or Government agency).

Postal Address - This is the last advised postal address for the interested parties.

Multiple Tenancies - Properties that have multiple tenants are assessed for separate AAV's. e.g. a house and flat.



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SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 186369

PAGE 1 OF 4 PAGES

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

EASEMENTS

Lot 11 is SUBJECT TO a Right of Carriageway over the area marked "RIGHT OF WAY 'A' 3.00 WIDE" (private) appurtenant to lot 12 on the Plan.

Lot 11 is TOGETHER WITH a Right of Carriageway over the area marked "RIGHT OF WAY 'B' 3.00 WIDE" (private) over lot 12 on the Plan.

Lot 12 is SUBJECT TO a Right of Carriageway over the area marked "RIGHT OF WAY 'B' 3.00 WIDE" (private) appurtenant to lot 11 on the Plan.

Lot 12 is TOGETHER WITH a Right of Carriageway over the area marked "RIGHT OF WAY 'A' 3.00 WIDE" (private) over lot 11 on the Plan.

Lot 13 is SUBJECT TO a Right of Drainage over the area marked "DRAINAGE EASEMENT 4.00 WIDE" appurtenant to the Sorell Council

Lot 20 is SUBJECT TO a Right of Drainage over the area marked "DRAINAGE EASEMENT 6.00 WIDE" appurtenant to the Sorell Council

(as defined herein)

Lots 2, 3 and 18-21 (inclusive) are SUBJECT TO a Wayleave Easement marked "WAYLEAVE EASEMENT VARIABLE WIDTH 'B' appurtenant to Tasmanian Networks Pty Ltd.

Lots 13, 14 & 15 are each on the plan (as defined herein)

Lot 13 is SUBJECT TO are SUBJECT TO a Wayleave Easement marked "WAYLEAVE EASEMENT VARIABLE WIDTH 'A' appurtenant to Tasmanian Networks Pty Ltd. on the plan

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: JAC MULTI ASSET PTY LTD FOLIO REF: 182990/1 & 182991/2 SOLICITOR & REFERENCE: Butler McIntyre & Butler (JS:222609)	PLAN SEALED BY: SORELL COUNCIL DATE: 1/2/24 SA 2016/00011 REF NO. <div style="text-align: right;">  Council Delegate </div>
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	

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<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 4 PAGES</p>	<p>Registered Number</p> <p>SP 186369</p>
<p>SUBDIVIDER: JAC MULTI ASSET PTY LTD</p> <p>FOLIO REFERENCE: 182990/1 & 182991/2</p>	

Definitions

“Right of Carriageway” means a right of drainage as defined within Schedule 8 of the Conveyancing and Law of Property Act 1884 (Tas).

“Right of Drainage” means a right of drainage as defined within Schedule 8 of the Conveyancing and Law of Property Act 1884 (Tas).

“Wayleave Easement means :

FIRSTLY the full and free right and liberty for Tasmanian Networks Pty Ltd and its successors and its and their servants, agents, invitees and contractors (“TasNetworks”) at all times:

(a) TO clear the lands marked “WAYLEAVE EASEMENT VARIABLE WIDTH” Plan (described as “the servient land”) and to lay, erect, construct, inspect, install, maintain, repair, modify, add to, replace, remove and operate in, upon, through, over, along and under the servient land the following:

(i) Towers, poles, wires, cables, apparatus, appliances, and all other ancillary and associated equipment which includes telecommunication equipment (described collectively as “electricity infrastructure”)

for, or principally for, the transmission and distribution of electrical energy and for any incidental purposes.

(b) TO operate and maintain electricity infrastructure on the servient land.

(c) TO cut away remove and keep clear of the electricity infrastructure all trees and other obstructions or erections of any nature whatsoever which may at any time:

(i) overhang, encroach upon or be in or on the servient land; or

(ii) which may in the opinion of TasNetworks endanger or interfere with the proper operation of the electricity infrastructure.


(d) TO enter the servient land for all or any of the above purposes and to cross the remainder of the land with any and all necessary plant, equipment, machinery and vehicles for the purpose of access and egress to and from the servient land, and where reasonably practicable, in consultation with the registered proprietor/s (except when urgent or emergency repair work is needed).

SECONDLY the benefit of a covenant for TasNetworks and with the registered proprietor/s for themselves and their successors not to:

- (i) erect any buildings; or
- (ii) place any structures, objects or vegetation;

within the servient land without the prior written consent of TasNetworks. TasNetworks may rescind their consent if in the opinion of TasNetworks there are safety, access or operational concerns.


 Director – JAC Multi Asset Pty Ltd


 Director – JAC Multi Asset Pty Ltd

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

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COVENANTS

SEE BELOW

*→ JAC Multi Asset
Solicitor
for subdivision
#2.2.24*

~~The owners of lots 2, 3, 4, 7, 8, 9, 13 and 14 on the Plan covenant with Tasmanian Irrigation Pty Ltd (ACN 133 148 384) as a covenant in gross that no building or other structure, including concreted areas or landscaping and walls (other than a boundary fence) are to be erected or maintained on that part of the Lot shown as "NO BUILDING ZONE" on the Plan to the intent that the burden of this covenant will run with and bind the covenantor's lot and every part of that lot.~~

FENCING PROVISION

In respect to the lots on the plan the vendor (JAC MULTI ASSET PTY LTD) shall not be required to fence.

COVENANTS

The subdivider as the owner of Lots 2, 3, 4, 7, 8, 9, 13 and 14 on the plan covenants with Tasmanian Irrigation Pty Ltd (ACN 133 148 384) to the intent that the burden of this covenant may run with and bind the covenantor's lot and every part thereof, and that the benefit thereof may be created in favour of Tasmanian Irrigation Pty Ltd to observe the following stipulations:

1. Not to allow any building or other structure, including concreted areas or landscaping and walls (other than a boundary fence) to be erected or maintained on that part of the Lot shown as "NON-BUILDING ZONE" on the plan.

Jean Baker
.....
Director – JAC Multi Asset Pty Ltd

Rob Van
.....
Director – JAC Multi Asset Pty Ltd



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<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 4 OF 4 PAGES</p>	<p>Registered Number</p> <p>SP 186369</p>
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EXECUTED by **JAC MULTI ASSET PTY LTD (ACN 636 512 082)** pursuant to section 127 of the Corporations Act 2001 by:


.....
Director Signature
Signature


.....
Director/ Secretary
Signature

DEAN MURRAY COCKER
.....
Director Full Name (print)
Name (print)

PETAL KRUZ
.....
Director/ Secretary Full
Name (print)



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139 Main Road Sorell 7172 Tas

t: 1300 737 910 f: 03 6265 3144

w: rainbowbuilding.com.au e: sales@rainbowbuilding.com.au

Quote Valid for 30 days.

17/03/2026

Application for Credit to Rainbow Roofing & Garages Pty Ltd (ABN 83 114 191 481) T/A Rainbow Building Solutions / **Contract**

Name of Buyer/Customer: TK Ahipene Quote No: SOR01_16797
 Postal Address:
 Site Address: 8 Pinto Close, ORIELTON, TAS, 7172
 Telephone: [REDACTED]

Goods (also referred to in the General Terms & Conditions of Trade as the Collateral) sought to be purchased
 Description of Building: 10000 x 18000 x 4000mm shed in Colorbond
 Notes/Extras: Includes 2 roller doors & 1 PA Door

Design Factors: Importance Level 1 & 2, Region A, Terrain Cat 2.5 (41 m/s). Class 10a & 7b only, other POA.
 Other Details: Price also includes all engineers' plans, specs & slab design ready for council submission to suit soil type Class A, S & M only. Other soil types POA. Additional charges may apply for a site plan, BAL Assessment, Speciality Environmental or Management Reports if required by local council. No allowance has been made for any additional loads, ie hoists, snow loads or solar panels etc. Please enquire if required.

Building type:	Gable Shed	See sketch for door and/or window opening sizes.			
	Width	Length	Height	Roof Pitch	Bay Size
Main	10.00m	18.00m	4.00m	11°	5 @ 3.6m

Wall Cladding: 0.42 BMT (0.47 TCT) Monoclad High Rib Colorbond®, Colorbond
Roof Cladding: 0.42 BMT (0.47 TCT) Corrugated Colorbond®, Colorbond
Skylight: 0 Skylights Panels,
Roller Doors: 2 x 3100H x 3750W (Opening: 3100H x 3640W) Series AA Roller Door Manual Lift Colorbond
PA Doors: 1 x PA Door 820w x 2040h, 180 deg outward opening Colorbond
Windows: No Windows
Glass Sliding Doors: No Glass Sliding Doors
Roof Vents: No Roof Vents
Barge: Garage Barge, Colorbond
Gutter: Quad Gutter 115 High Tensile, Colorbond
Down Pipes: 90mm round PVC, no allowance to connect downpipes, by licensed plumber
Wall Insulation: No Insulation.
Roof Insulation: No Insulation.

Kit Total - delivered to site:	\$31,790.00
Deposit - required to secure engineering plans and order building (20%) (Payable upon signing contract)	\$6,360.00
Kit Balance - payable as two (2) equal progress claims: upon order and before delivery to site:	\$25,430.00
Council Approvals - including site plan (Form 35), planning approval incl. advertising, private building surveyor, building notification fees, TasWater Exemption, admin fee. A signed Agent Authorisation form is also required: (Payable upon signing contract.)	Not Included
Concrete Slab - assuming cleared and level ground with maximum fall +/- 100mm (excavation POA), stable soil. No allowance for rock breaker or rock removal or removal of any fill or soil (remain on site). Includes concrete pump. Finished slab height (FFL) to be 150-200mm minimum above ground level (NGL). Subject to site inspection. (Payable upon completion of the works)	Not Included
Installation - onto existing concrete slab or footings, mains power required on site at all times (generator \$150 extra per day if no mains). Installed in accordance with WHS Act & Regulations 2012. Down pipes and plumbing connection by others: (Payable upon completion of the works)	Not Included
Grand Total (inc GST):	\$31,790.00



To convert this quote into a contract of sale please complete the information below and contact us:



17/03/2026

Quote No: SOR01 16797

<p>Order before Council Approval <input type="checkbox"/></p> <p>I understand that I am liable for the building regardless if I receive Council approval or not. Any cancellations or change to size or colour will not be accepted <u>after</u> 24 hours of ordering.</p>	<p>Await Council Approval <input type="checkbox"/></p> <p>Condition subsequent: I understand that upon acceptance of this Application by the Seller this Contract comes into being provided always that this Contract thereafter automatically terminates; (a) if the Local Council rejects my application for approval for the construction of the building for which the Goods/collateral sought to be purchased are to be used, then upon such rejection, I am entitled to a refund of my deposit less the cost of engineering plans & certificates retained by you for the cost of the plans; or alternatively (b) in the event that any Credit Report obtained by you is not favourable, (and thereafter you do not accept this application); I am entitled to a refund of my deposit less the cost of engineering plans & certificates. (c) in the event of any published price variations whilst awaiting for council approval or otherwise the contracted price may vary during this time.</p>
<p>Order Products Now <input type="checkbox"/></p> <p>Date: _____</p> <p>Initials: _____</p>	
<p>I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Rainbow Roofing & Garages Pty Ltd T/A Rainbow Building Solutions which form part of and are intended to be read in conjunction with this QUOTE / CONTRACT form and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.</p>	
<p>Rainbow/Supplier Signature: _____</p> <p>Full Name: Josh Smith</p> <p>Date: _____</p>	<p>Customer/Client Signature: _____</p> <p>Customer (Referred to the General Terms & Conditions of Trade as The Buyer)</p> <p>Full Name: TK Ahipene</p> <p>Date: _____</p>

Optional Extras: Not already included in price, unless otherwise stated specifically on page 1:

Tick as many as applicable:

<p>Foam Cell Shed Liner – 4.0mm Reflects up to 95% radiant heat, allowing for cooler internal conditions in hot and humid climates. No support mesh required. Not suitable for commercial buildings. Extra Heavy Duty (EHD) rating, providing maximum strength and durability. Aids in the prevention of condensation. Includes a 150mm foil flap to maximise coverage and requires no taping for rapid installation. Incorporates an anti-glare coating on one side for added install safety.</p>	<p>Wall Insulation: \$3,960.00</p>		<input type="checkbox"/>
	<p>Roof Insulation: \$3,465.00</p>		<input type="checkbox"/>
<p>Remote operated roller door motors Merlin MR655evo - -all units above come with 2 keychain remotes + 1 wall mount remote</p>	<p>\$460.00 each</p>		<input type="checkbox"/>
<p>Dust and vermin flashing to slab/wall junction A strong steel Colorbond® (to match the wall colour) perimeter edging. Helps prevent rain, wind, dust, vermin, snakes and vegetation entering through the ribs of wall cladding. Also helps seal up bottom of wall cladding up to BAL40. Comes in approx. 1.0 – 4.0m lengths. To be installed at point of construction.</p>	<p>\$18.00 per lineal metre</p>		<input type="checkbox"/>
<p>Roof whirly birds in colorbond 300mm throat diameter ventilators exhaust hot air trapped in the roof space and lowers inside temperatures. Dampness and condensation are removed helping prevent mould and mildew. Suitable on all roof pitches Provides natural ventilation powered by the wind.</p>	<p>\$190.00 Each.</p>		<input type="checkbox"/>

The Rainbow Guarantee

*Rainbow guarantees to deliver your shed in full, every time.**

As an independent Tasmanian owned and operated business, Rainbow has developed a strict and thorough quality control and detailed checking system over the past decade - to help reduce and even eliminate the chance of damaged or missing parts in each and every shed we deliver. We are so confident that everything will be delivered to site as expected, that if you do discover a discrepancy, just call us and we will make it our top priority to immediately rectify the situation. Rainbow will be responsible for the cost of repair or replacement of parts and delivery for an appropriate resolution. Together with our 15 year BlueScope Steel Warranty, we believe in solid measures to guarantee you get exactly what you expect in a Rainbow shed, and enjoy it for years to come.

*Conditions apply, visit <http://www.rainbowbuilding.com.au/terms-and-conditions/>

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Sorell Council

Development Application: 5.2026.101.1 -
Development Application - 8 Pinto Close,
Orlton P1.pdf
Plans Reference: P1
Date Received: 31/03/2026

Rainbow Roofing & Garages Pty Ltd T/A Rainbow Building Solutions – Terms & Conditions of Trade

<p>1. Definitions</p> <p>1.1 "Acknowledgment Document" means the document signed by the Client in conjunction with these Terms and Conditions of Trade and applicable if the Supplier elects, whereby the Client acknowledges the extent and effect of the provision of security the Client provides to the Supplier in consideration of the provision of Goods or Services.</p> <p>1.2 "Client" means the persons, entities or any person acting on behalf of and with the authority of the Client requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:</p> <p>(a) if there is more than one Client, is a reference to each Client jointly and severally, and</p> <p>(b) if the Client is a partnership, it shall bind each partner jointly and severally, and</p> <p>(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and</p> <p>(d) includes the Client's executors, administrators, successors and permitted assigns.</p> <p>1.3 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.</p> <p>1.4 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.</p> <p>1.5 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using the Supplier's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.</p> <p>1.6 "GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).</p> <p>1.7 "Intended Use" means a product and the use thereof, for which the building product is intended to be, or is reasonably likely to be, associated with a building.</p> <p>1.8 "Non-Conforming Building Product" means building products that are regarded as Non-Conforming for an Intended Use if, when associated with a building:</p> <p>(a) the product is not, or will not be, safe; or</p> <p>(b) does not, or will not, comply with the relevant regulatory provisions; or</p> <p>(c) the product does not perform, or is not capable of performing, for the use to the standard it is represented to conform by or for a person in the chain of responsibility for the product.</p> <p>1.9 "Price" means the Price payable (plus any GST where applicable) for the Services as agreed between the Supplier and the Client in accordance with clause 7 below.</p> <p>1.10 "Services" means all Services (including consultation, manufacturing and/or installation services) or Goods supplied by the Supplier to the Client at the Client's request from time to time (where the context so permits the terms 'Services' or 'Goods' shall be interchangeable for the other).</p> <p>1.11 "Supplier" means Rainbow Roofing & Garages Pty Ltd T/A Rainbow Building Solutions, its successors and assigns or any person acting on behalf of and with the authority of Rainbow Roofing & Garages Pty Ltd T/A Rainbow Building Solutions.</p> <p>1.12 "Worksite" means the address nominated by the Client to which the Goods are to be supplied by the Supplier.</p> <p>2. Acceptance</p> <p>2.1 The parties acknowledge and agree that:</p> <p>(a) they have read and understood the terms and conditions contained in this Contract; and</p> <p>(b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Services.</p> <p>2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.</p> <p>2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.</p> <p>2.4 The Client acknowledges and accepts that:</p> <p>(a) the supply of Services on credit shall not take effect until the Client has completed a credit application with the Supplier and it has been approved with a credit limit established for the account. In the event that the supply of Services requested exceeds the Client's credit limit and/or the account exceeds the payment terms, the Supplier reserves the right to refuse delivery;</p> <p>(b) lead times may apply to the Goods selected (subject to current production levels). The lead time shall commence after a final measure and upon receipt of this signed Contract;</p> <p>(c) Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, the Supplier reserves the right to substitute comparable Goods (or components of the Goods) and vary the Price as per clause 7.2. In all such cases the Supplier will notify the Client in advance of any such substitution, and also reserves the right to place the Client's order and/or Services on hold, as per clause 10.2 until such time as the Supplier and the Client agree to such changes; and</p> <p>(d) plans supplied have slab designs for soil classifications A, S and M only, engineering drawings for all other soil classes are at the expense of the Client.</p> <p>2.5 The Client must, within twenty (20) working days of the date of this Contract, provide the Supplier written evidence, to the Supplier's satisfaction, of the following:</p> <p>(a) the Client's title to the Worksite;</p> <p>(b) any easements, restrictions or covenants that affect the Worksite;</p> <p>(c) the Client's capacity to pay the Contract Price as and when required by this Contract and, where monies are to be borrowed in accordance with clause 6;</p> <p>(d) that, if required, notwithstanding clause 6, the bank account has been established and the amount required to be paid into the account has been paid in clear funds;</p> <p>(e) details of any inspections required by the financial institution, if any; and</p> <p>(f) copies of any planning approval and proof of payment of the relevant fees, where the Client is responsible for obtaining approval.</p> <p>2.6 If any of the requirements set out in clause 2.5 are not satisfied within the time required, then at any time prior to the Supplier commencing any Services, the Supplier may, by written notice to the Client:</p> <p>(a) end this Contract in accordance with clause 22; or</p> <p>(b) extend the time for the Client to satisfy the requirements of clause 2.5.</p> <p>2.7 The Supplier shall accept no responsibility for any services undertaken by any third party contractor employed by the Client (including, but not limited to, any assembling of the Goods and/or</p>	<p>groundworks/concreting carried out on behalf of the Client must be executed by a certified concreter and upon request by the Supplier such evidence is to be supplied). If the Client believes that they have any claim in relation to the services undertaken by that third party then said claim must be made direct to the third party contractor in the first instance. Payment for all other associated services shall be paid direct to that third party contractor unless previously arranged.</p> <p>Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 7 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p> <p>7.6 Authorised Representatives</p> <p>Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to the Supplier as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Goods or Services on the Client's behalf and/or to request any variation to the Services on the Client's behalf (such authority to continue until all requested Services have been completed or the Client otherwise notifies the Supplier in writing that said person is no longer the Client's duly authorised representative).</p> <p>In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf, then the Client must specifically and clearly advise the Supplier in writing of the parameters of the limited authority granted to their representative.</p> <p>The Client specifically acknowledges and accepts that they will be solely liable to the Supplier for all additional costs incurred by the Supplier (including the Supplier's profit margin) in providing any Services, Goods or variation's requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).</p> <p>7.7 Errors and Omissions</p> <p>The Client acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):</p> <p>(a) resulting from an inadvertent mistake made by the Supplier in the formation and/or administration of this Contract; and/or</p> <p>(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services.</p> <p>8. In circumstances where the Client is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) ("Client Error"). The Client must pay for all Goods it orders from the Supplier notwithstanding that such Goods suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take delivery of such Goods. The Supplier is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.</p> <p>8.1 Change in Control</p> <p>The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number(s), change of trustees, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.</p> <p>9.2 Finance</p> <p>If this Contract is conditional upon the Client obtaining capital funding from a financial institution then they shall provide the Supplier with written confirmation of the loan approval within five (5) working days of the date of signing this Contract.</p> <p>In the event any such loan application is declined then the Client shall have the right to withdraw from this Contract subject to the Client providing the Supplier with written evidence within five (5) working days of the date of signing this Contract that the loan was declined. Upon receipt of such evidence the Supplier shall refund the Client any deposit paid less any expenses incurred by the Supplier for any Services performed to date.</p> <p>10. Price and Payment</p> <p>At the Supplier's sole discretion, the Price shall be either:</p> <p>(a) as indicated on invoices provided by the Supplier to the Client in respect of Services performed or upon placement if an order for the Goods; or</p> <p>(b) the Price as at the date of delivery of the Services according to the Supplier's current price list, as previously disclosed to the Client upon the Client's placement of an order for Goods; or</p> <p>(c) the Supplier's quoted Price (subject to clause 7.2) which shall be binding upon the Supplier provided that the Client shall accept the Supplier's quotation in writing within thirty (30) days.</p> <p>The Supplier reserves the right to change the Price:</p> <p>(a) if a variation to the Goods which are to be supplied is requested; or</p> <p>(b) if a variation to the Services originally scheduled (including any applicable plans, consents, permits or specifications) is requested; or</p> <p>(c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather, limitations to accessing the Worksite, obscured building/Worksite defects, incorrect measurements, plans and/or specifications provided by the Client, as a result of delays from third party suppliers, safety considerations (discovery of asbestos, etc.), prerequisite work by any third party not being completed, lack of required utilities, remedial work required due to existing workmanship being of a poor quality or non-compliant to the building code, hard rock barriers below the surface, iron reinforcing rods in concrete or hidden pipes and wiring, etc.) which are only discovered on commencement of the Services; or</p> <p>(d) in the event of increases to the Supplier in the cost of labour or Goods which are beyond the Supplier's control.</p> <p>Variations will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Client shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.</p> <p>At the Supplier's sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by the Supplier or as notified to the Client prior to the placement of an order for Goods. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.</p> <p>Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by the Supplier, which may be:</p> <p>(a) on completion of the Services; or</p> <p>(b) by way of progress payments in accordance with the Supplier's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Goods delivered to the Worksite but not yet installed; or</p> <p>(c) the date specified on any invoice or other form as being the date for payment; or</p> <p>(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Supplier.</p> <p>At the Supplier's discretion a charge may be made for storage costs, as determined by the Supplier and will be shown as an extra on the invoice. Payment for all extras must be made in full at their time of completion.</p> <p>Payment may be made by electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Supplier.</p> <p>The Supplier may in its discretion allocate any payment received from the Client towards any invoice that the Supplier determines and may do so at the time of receipt or at any time afterwards. On any default by the Client the Supplier may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Supplier, payment will be deemed to be allocated in such manner as preserves the maximum value of the Supplier's Purchase Money Security Interest (as defined in the PPSA) in the Goods.</p> <p>The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify the Supplier in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as the Supplier investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in the Supplier placing the Client's account into default and subject to default interest in accordance with clause 21.1.</p> <p>Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other Contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p> <p>12. Product Specifications</p> <p>The Client acknowledges that:</p> <p>(a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Supplier's or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by the Supplier; and</p> <p>(b) while the Supplier may have provided information or figures to the Client regarding the performance of the Goods, the Client acknowledges that the Supplier has given these in good faith, and are estimates based on industry prescribed estimates.</p> <p>12.2 Accuracy of Plans</p> <p>The Supplier shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Supplier accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.</p> <p>All customary building industry tolerances shall apply to the dimensions and measurements of the Services unless the Supplier and the Client agree otherwise in writing.</p> <p>Where the Client is to supply the Supplier with any design specifications (including, but not limited to CAD drawings) the Client shall be responsible for providing accurate data. The Supplier shall not be liable whatsoever for any errors in the Services that are caused by incorrect or inaccurate data being supplied by the Client. In the event the Client gives information relating to measurements and quantities of Goods required in completing the Services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or the Supplier places an order based on these measurements and quantities. The Supplier accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.</p> <p>12.3 Provision of the Services</p> <p>Subject to clause 10.2 it is the Supplier's responsibility to ensure that the Services start as soon as it is reasonably possible.</p> <p>The Services' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that the Supplier claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Supplier's control, including but not limited to any failure by the Client to:</p> <p>(a) make a selection; or</p> <p>(b) have the Worksite ready for the Services; or</p> <p>(c) notify the Supplier that the Worksite is ready.</p> <p>The Supplier may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.</p> <p>Prior to delivery of the Goods, if excavation work is interrupted by unforeseen obstacles (including, but not limited to, rocks, pipes, tree stumps), any additional costs will be invoiced to the Client as an extra.</p> <p>It is the Client's responsibility to arrange any demolition, cartage, electrical and plumbing contractor's to prepare the Worksite for the erection of the Goods.</p> <p>The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:</p> <p>(a) such discrepancy in quantity shall not exceed 5%; and</p> <p>(b) the Price shall be adjusted pro rata to the discrepancy.</p> <p>The failure of the Supplier to deliver shall not entitle either party to treat this Contract as repudiated.</p> <p>Any time specified by the Supplier for delivery of the Services is an estimate only and the Supplier will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that the Supplier is unable to supply the Services as agreed solely due to any action or inaction of the Client, then the Supplier shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date, and/or for storage of the Goods.</p> <p>11. Worksite Access and Condition</p> <p>The Supplier is not responsible for the removal of rubbish from or clean-up of the building/construction Worksites. All rubbish generated by the Supplier will be placed in a designated area appointed by the Client but the responsibility of removal of same is to the Client or the Client's agent, unless otherwise agreed.</p> <p>It is the intention of the Supplier and agreed by the Client that:</p> <p>(a) the Client shall ensure that the Supplier has clear and free access to the Worksite at all times to enable them to undertake the Services (including carrying out Worksite inspections, gain signatures for required documents, and for the delivery and installation of the Goods). The Supplier shall not be liable for any loss or damage to the Worksite (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Supplier; and</p> <p>(b) it is the Client's responsibility to provide the Supplier, while at the Worksite, with adequate access to available water, electricity, toilet and washing facilities; and</p> <p>(c) the Client shall contact adjoining neighbours and gain their permission to remove any walls or fences on boundaries and unless otherwise agreed, it shall be the Client's responsibility to organise either temporary fencing and/or security guards to secure the Worksite during the performance of the Services by the Supplier and shall be liable for all costs associated in taking all reasonable precautions to protect against destruction or damage by way of vandalism or theft. Failure to comply with this clause 11.2(c) in the event that the Worksite is destroyed or damaged due to vandalism then the cost of repair or replacement shall be borne by the Client.</p> <p>11.3 The Client agrees to be present at the Worksite when and as reasonably requested by the Supplier and its employees, contractors and/or agents.</p> <p>11.4 Worksite Inductions</p> <p>(a) in the event the Client requires an employee or sub-contractor of the Supplier to undertake a Worksite induction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date then the Client shall be liable to pay the Supplier's standard (and/or overtime, if applicable) hourly labour rate; or</p> <p>(b) where the Supplier is in control of the Worksite, the Client and/or the Client's third-party contractors must initially carry out the Supplier's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Services will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client must at all times be accompanied by the Supplier.</p> <p>12. Risk</p> <p>If the Supplier retains ownership of the Goods under clause 16 then:</p> <p>(a) where the Supplier is supplying Goods only, all risk for the Goods shall immediately pass to the Client on delivery and the Client must insure the Goods on or before delivery. The cost of delivery will be payable by the Client in accordance with the quotation provided by the Supplier to the Client, or as otherwise notified to the Client prior to the placement of an order for the Goods. Delivery of the Goods shall be deemed to have taken place immediately at the time that either:</p> <p>(i) the Client or the Client's nominated carrier takes possession of the Goods at the Supplier's address; or</p> <p>(ii) the Goods are delivered by the Supplier or the Supplier's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address).</p> <p>(b) where the Supplier is to both supply and install Goods then the Supplier shall maintain a Contract works insurance policy until the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Client.</p> <p>12.2 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this Contract.</p> <p>Notwithstanding the provisions of clause 12.1 if the Client specifically requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all. In the event that such Goods are lost, damaged or destroyed then replacement of the Goods shall be at the Client's expense.</p> <p>The Client acknowledges that Goods supplied may:</p> <p>(a) exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, colourations, lines, indentations and may fade or change over time;</p> <p>(b) expand, contract or distort as a result of exposure to heat, cold, weather;</p> <p>(c) mark or stain if exposed to certain substances; and</p> <p>(d) be damaged or disfigured by impact or scratching.</p> <p>Whilst every effort will be taken by the Supplier to match virtual colours with physical colours, the Supplier will take no responsibility for any variation between the virtual sale sample displayed on the Client's computer and/or the supplied Goods.</p> <p>13. Client's Responsibilities</p> <p>13.1 The Client warrants that any structures or land (where applicable) to which the Goods are to be affixed are able to withstand the installation of the Goods once installed. If for any reason (including the discovery of asbestos, erosion, etc.) that the Supplier or employees of the Supplier, reasonably form the opinion that the Client's premises is not safe for the installation of Goods to proceed then the Supplier shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 10.2 above) until the Supplier is satisfied that it is safe for the installation to proceed.</p> <p>13.2 The Client agrees that all materials supplied by the Client or the Client's third party sub-contractors will:</p> <p>(a) be supplied in accordance with all legislative requirements;</p> <p>(b) be suitable for their inclusion into the Services.</p> <p>Where the Client has supplied products for the Supplier to complete the Services, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the Intended Use and any faults inherent in those products. However, if in the Supplier's opinion, it is believed that the materials supplied are Non-Conforming products and will not conform with state and/or territory regulations, then the Supplier shall be entitled, without prejudice, to halt the Services until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be invoiced in accordance with clause 7.2.</p> <p>14. Underground Locations</p> <p>14.1 Prior to the Supplier commencing any work the Client must advise the Supplier of the precise location of all underground services on the Worksite and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil, pumping mains, and any other services that may be on the Worksite.</p> <p>Whilst the Supplier will take all care to avoid damage to any underground services the Client agrees to indemnify the Supplier in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 14.1.</p> <p>15. Compliance with Laws</p> <p>15.1 The Client and the Supplier shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including any work health and safety laws (WH&S) relating or any other relevant safety standards or legislation pertaining to the Services.</p> <p>Both parties acknowledge and agree:</p> <p>(a) to comply with the National Construction Code of Australia (NCC) and the Building Act 2016 and the Building Regulations 2016, in respect of all workmanship and building products to be supplied during the course of the Services; and</p> <p>(b) that Services will be provided in accordance with any current relevant Australian/New Zealand Standards applicable.</p> <p>The Client shall obtain (at the expense of the Client) all licenses, building, planning permits, consent and approvals that may be required for the Services.</p>
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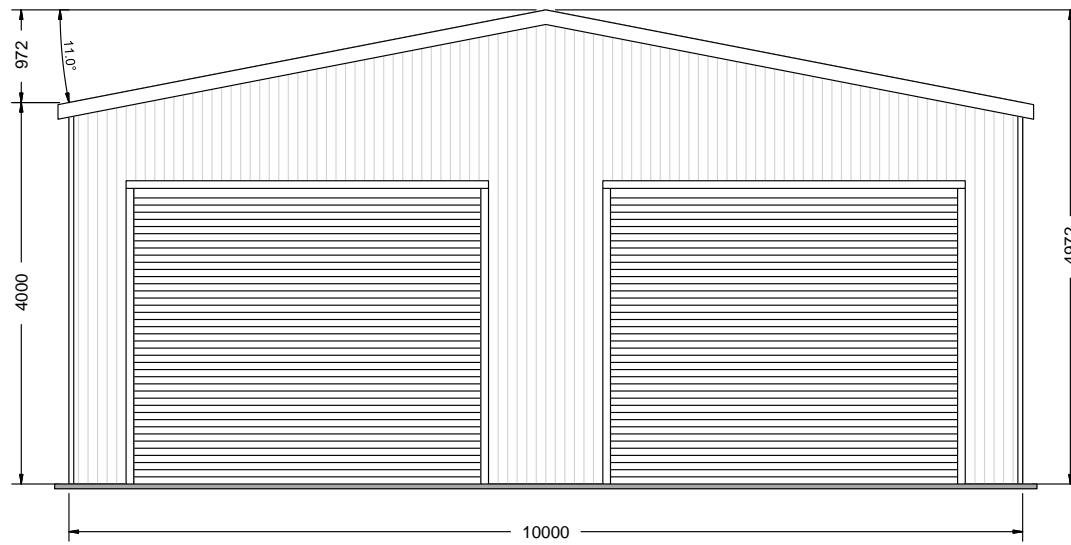


Rainbow Roofing & Garages Pty Ltd T/A Rainbow Building Solutions – Terms & Conditions of Trade

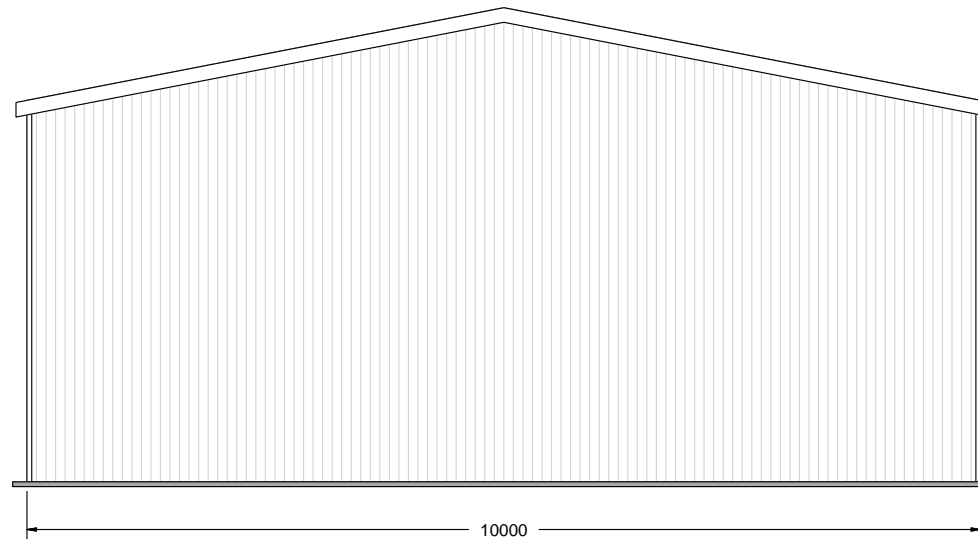
<p>16. Title 16.1 The Supplier and the Client agree that ownership of the Goods shall not pass until:</p>	<p>Supplier in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods/Services as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Supplier to inspect the Goods or to review the Services provided.</p>	<p>Breaching Party (") the other party may suspend or terminate the supply or purchase of Goods and/or Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.</p>	<p>decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p>
<p>(a) the Client has paid the Supplier all amounts owing to the Supplier; and (b) the Client has met all of its other obligations to the Supplier. 16.2 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.</p>	<p>19.2 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Services. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law.</p>	<p>24.1 If the Supplier, due to reasons beyond the Supplier's reasonable control, is unable to deliver any Goods and/or Services to the Client, the Supplier may cancel any Contract to which these terms and conditions apply or cancel delivery of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Goods and/or Services. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.</p>	<p>Service of Notices Any written notice given under this Contract shall be deemed to have been given and received:</p>
<p>16.3 It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 16.1: (a) the Client is only a bailee of the Goods and unless the Goods have become fixtures must return the Goods to the Supplier on request.</p>	<p>19.4 If the Client is not a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.</p>	<p>24.2 The Client may cancel delivery of the Goods and/or Services by written notice served within forty-eight (48) hours of placement of the order. If the Client cancels delivery in accordance with this clause 24.2, the Client will not be liable for the payment of any costs of the Supplier, except where a deposit is payable in accordance with clause 7.4. Failure by the Client to otherwise accept delivery of the Goods and/or Services shall place the Client in breach of this Contract.</p>	<p>(a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract; (c) by sending it by registered post to the address of the other party as stated in this Contract;</p>
<p>(b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;</p>	<p>19.5 If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.</p>	<p>24.3 The Client agrees to indemnify the Supplier for any loss or damage to the Supplier's property or equipment caused by the Client's negligence, willful or wanton misconduct, or breach of contract.</p>	<p>(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;</p>
<p>(c) the production of these terms and conditions by the Supplier shall be sufficient evidence of the Supplier's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with the Supplier to make further enquiries;</p>	<p>19.6 If the Supplier is required to replace any Goods under this clause or the CCA, but is unable to do so, the Supplier may refund any money the Client has paid for the Goods.</p>	<p>24.4 Cancellation of orders for products made to the Client's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.</p>	<p>(e) if sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.</p>
<p>(d) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand;</p>	<p>19.7 If the Supplier is required to rectify, re-supply, or pay the cost of re-supplying the Services under this clause or the CCA, but is unable to do so, then the Supplier may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services and Goods which have been provided to the Client which were not defective.</p>	<p>Privacy Policy All emails, documents, images or other recorded information held or used by the Supplier is Personal Information, as defined and referred to in clause 23.3, and therefore considered Confidential Information. The Supplier acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDI) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR" (collectively, "EU Data Privacy Laws"). The Supplier acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by the Supplier that may result in serious harm to the Client, the Supplier will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.</p>	<p>Trusts If the Client at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not the Supplier may have notice of the Trust, the Client covenants with the Supplier as follows:</p>
<p>(e) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as its directs;</p>	<p>19.8 If the Client is not a consumer within the meaning of the CCA, the Supplier's liability for any defect or damage in the Goods is:</p>	<p>24.5 Notwithstanding clause 23.1, privacy limitations will extend to the Supplier in respect of Cookies where the Client utilises the Supplier's website to make enquiries. The Supplier agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:</p>	<p>(a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund; (b) the Client has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust, the trustees and the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.</p>
<p>(f) unless the Goods have become fixtures the Client irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods;</p>	<p>(a) limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion;</p>	<p>(a) IP address, browser, email client type and other similar details; (b) tracking website usage and traffic; and (c) reports are available to the Supplier when the Supplier sends an email to the Client, so the Supplier may collect and review that information ("collectively Personal Information").</p>	<p>(c) the Client will not during the term of the Contract without consent in writing of the Supplier (the Supplier will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:</p>
<p>(g) the Supplier may recover possession of any Goods in transit whether or not delivery has occurred;</p>	<p>(b) limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods;</p>	<p>(a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.</p>	<p>(i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust fund or trust property.</p>
<p>(h) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier; and</p>	<p>(c) otherwise negated absolutely.</p>	<p>(e) the Client consents to the Supplier's use of Cookies on the Supplier's website and later wishes to withdraw that consent, the Client may manage and control the Supplier's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.</p>	<p>(i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust fund or trust property.</p>
<p>(i) the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.</p>	<p>19.9 Subject to this clause 19.9, returns will only be accepted provided that:</p>	<p>(f) fair wear and tear, any accident, or act of God. Notwithstanding anything contained in this clause if the Supplier is required by a law to accept a return then the Supplier will only accept a return on the conditions imposed by that law.</p>	<p>(j) the Client's consent to the Supplier's use of Cookies on the Supplier's website and later wishes to withdraw that consent, the Client may manage and control the Supplier's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.</p>
<p>17. Personal Property Securities Act 2009 ("PPSA") 17.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.</p>	<p>19.10 Notwithstanding clauses 19.1 to 19.9 but subject to the CCA, the Supplier shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:</p>	<p>(g) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.</p>	<p>Building and Construction Industry Security of Payments Act 2009 At the Supplier's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 2009 may apply. Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 2009 of Tasmania, except to the extent permitted by the Act where applicable.</p>
<p>17.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Client to the Supplier for Services – that have previously been supplied and that will be supplied in the future by the Supplier to the Client.</p>	<p>(a) the Client failing to properly maintain or store any Goods; (b) the Client using the Goods for any purpose other than that for which they were designed;</p>	<p>(e) the Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other agreed purposes or required by):</p>	<p>General Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereon, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.</p>
<p>17.3 The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to:</p>	<p>(c) the Client continuing to use any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;</p>	<p>(a) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or (c) processing of any payment instructions, direct debit facilities 27.7 and/or credit facilities requested by the Client; and/or (d) enabling the collection of amounts outstanding in relation to the Services.</p>	<p>The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that provision shall be severed from this Contract, and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p>
<p>(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;</p>	<p>(d) interference with the Services by the Client or any third party without the Supplier's prior approval;</p>	<p>(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or (c) processing of any payment instructions, direct debit facilities 27.7 and/or credit facilities requested by the Client; and/or (d) enabling the collection of amounts outstanding in relation to the Services.</p>	<p>These terms and conditions and any Contract to which they apply shall be governed by the laws of Tasmania and are subject to the jurisdiction of the courts in that state. These terms prevail over all terms and conditions of the Client (even if they form part of the Client's purchase order).</p>
<p>(ii) register any other document required to be registered by the PPSA; or</p>	<p>(e) the Client failing to follow any instructions or guidelines provided by the Supplier;</p>	<p>(c) processing of any payment instructions, direct debit facilities 27.7 and/or credit facilities requested by the Client; and/or (d) enabling the collection of amounts outstanding in relation to the Services.</p>	<p>The Supplier may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the Client. The Client cannot licence or assign without the written approval of the Supplier.</p>
<p>(iii) correct a defect in a statement referred to in clause 17.3(a)(i) or 17.3(a)(ii);</p>	<p>(f) fair wear and tear, any accident, or act of God. Notwithstanding anything contained in this clause if the Supplier is required by a law to accept a return then the Supplier will only accept a return on the conditions imposed by that law.</p>	<p>(d) enabling the collection of amounts outstanding in relation to the Services.</p>	<p>Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to the Supplier, once the parties agree that the Force Majeure event has ceased.</p>
<p>(b) indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;</p>	<p>19.12 Subject to clause 19.1, customised, or non-stockist items or Goods made or ordered to the Client's specifications are not acceptable for credit or return.</p>	<p>(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p>	<p>Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.</p>
<p>(c) not register a financing change statement in respect of a security interest without the prior written consent of the Supplier;</p>	<p>Intellectual Property Where the Supplier has designed, drawn, written plans or a schedule of Services, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in the Supplier, and shall only be used by the Client at the Supplier's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Supplier.</p>	<p>(f) advice of consumer credit defaults (provided the Supplier is a member of an approved OAC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding 27.10 monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Supplier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);</p>	<p>The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.</p>
<p>(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Supplier;</p>	<p>20.1 Where the Supplier has designed, drawn, written plans or a schedule of Services, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in the Supplier, and shall only be used by the Client at the Supplier's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Supplier.</p>	<p>(g) information that, in the opinion of the Supplier, the Client has committed a serious credit infringement;</p>	<p>If part or all of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.</p>
<p>(e) immediately advise the Supplier of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales;</p>	<p>20.2 The Client warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.</p>	<p>(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).</p>	<p>The Client shall have the right to request (by e-mail) from the Supplier:</p>
<p>17.4 The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.</p>	<p>20.3 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which the Supplier has created for the Client.</p>	<p>(a) a copy of the Personal Information about the Client retained by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and (b) that the Supplier does not disclose any Personal Information about the Client for the purpose of direct marketing.</p>	<p>The Supplier will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.</p>
<p>17.5 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.</p>	<p>Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p>	<p>(c) whether the credit provider is a licensee;</p>	<p>The Client can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a</p>
<p>17.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.</p>	<p>20.4 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if:</p>	<p>(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.</p>	<p>20.5 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p>
<p>17.7 Unless otherwise agreed to in writing by the Supplier, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.</p>	<p>(a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to make a payment when it falls due;</p>	<p>(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p>	<p>20.6 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p>
<p>17.8 The Client shall unconditionally ratify any actions taken by the Supplier under clauses 17.3 to 17.5.</p>	<p>(b) which would be incurred and/or for which by the Client would be liable;</p>	<p>(f) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p>	<p>20.7 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p>
<p>17.9 Subject to any express provisions to the contrary (including those contained in this clause 17.9), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.</p>	<p>(c) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors;</p>	<p>(g) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p>	<p>20.8 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p>
<p>18. Security and Charge 18.1 In consideration of the Supplier agreeing to supply the Goods and/or provide its Services and as acknowledged by the Supplier in accordance with any Acknowledgment Document the Client grants the Supplier a security interest by way of a floating charge (registrable by the Supplier pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Client or set out by the Client in the future, including but not limited to those set out in any Acknowledgment Document, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Goods and/or Services under this Contract and/or permit the Supplier to appoint a receiver to the Client in accordance with the Corporations Act 2001 (Cth).</p>	<p>(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.</p>	<p>(h) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p>	<p>20.9 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p>
<p>18.2 The Client indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.</p>	<p>20.9 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p>	<p>(i) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p>	<p>20.10 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p>
<p>18.3 In the event that the Client defaults or breaches any term of this Contract and as a result, the security provided in clauses 16.1, 17.2 and 18.1 as applicable, is deemed insufficient by the Supplier to secure the repayment of monies owed by the Client to the Supplier, the Client hereby grants the Supplier a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and/or land owned by the Client now, or owned by the Client in the future, to secure the performance of the Client of its obligations under these terms and conditions (including, but not limited to, the payment of money), in accordance with the Acknowledgment Document.</p>	<p>20.10 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p>	<p>(j) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p>	<p>20.11 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p>
<p>19. Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA") 19.1 The Client must inspect all Goods on delivery (or the Services on completion) and must within seven (7) days of delivery notify the</p>	<p>22.1 Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ("the</p>	<p>(k) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p>	<p>20.12 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p>



Sorell Council
Development Application: 5.2026.101.1 -
Development Application - 8 Pinto Close,
Orlton
Plans Reference: P1
Date Received: 31/03/2026

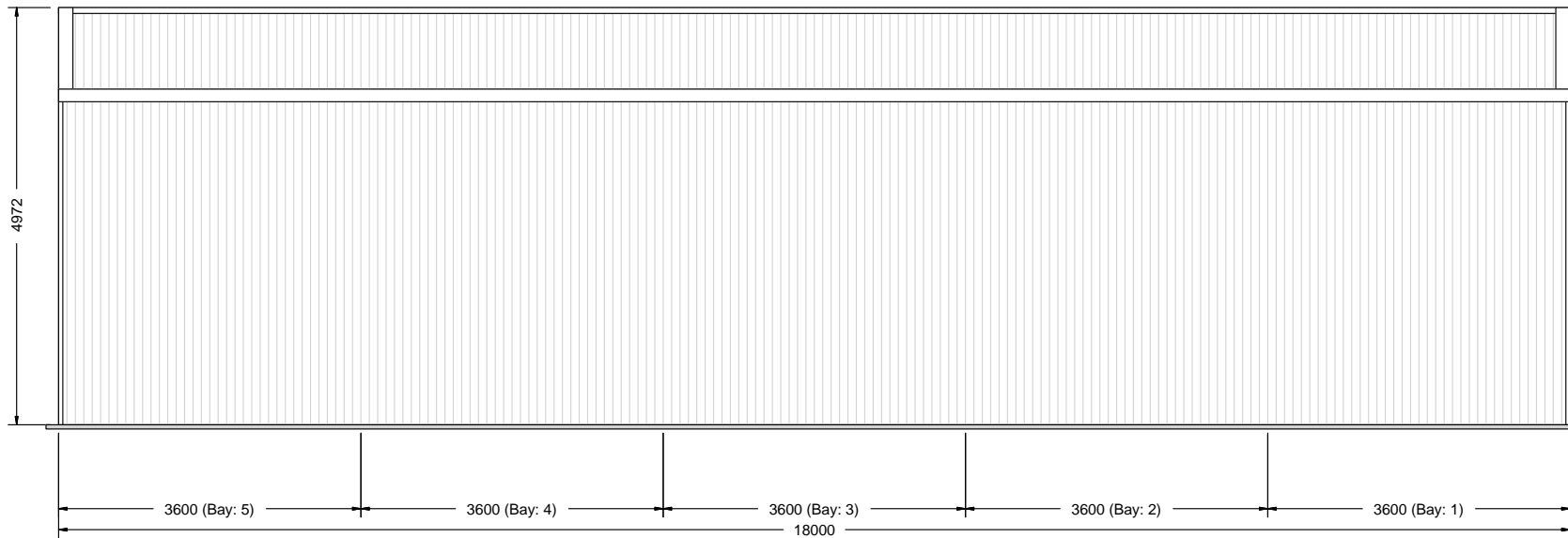


FRONT ELEVATION

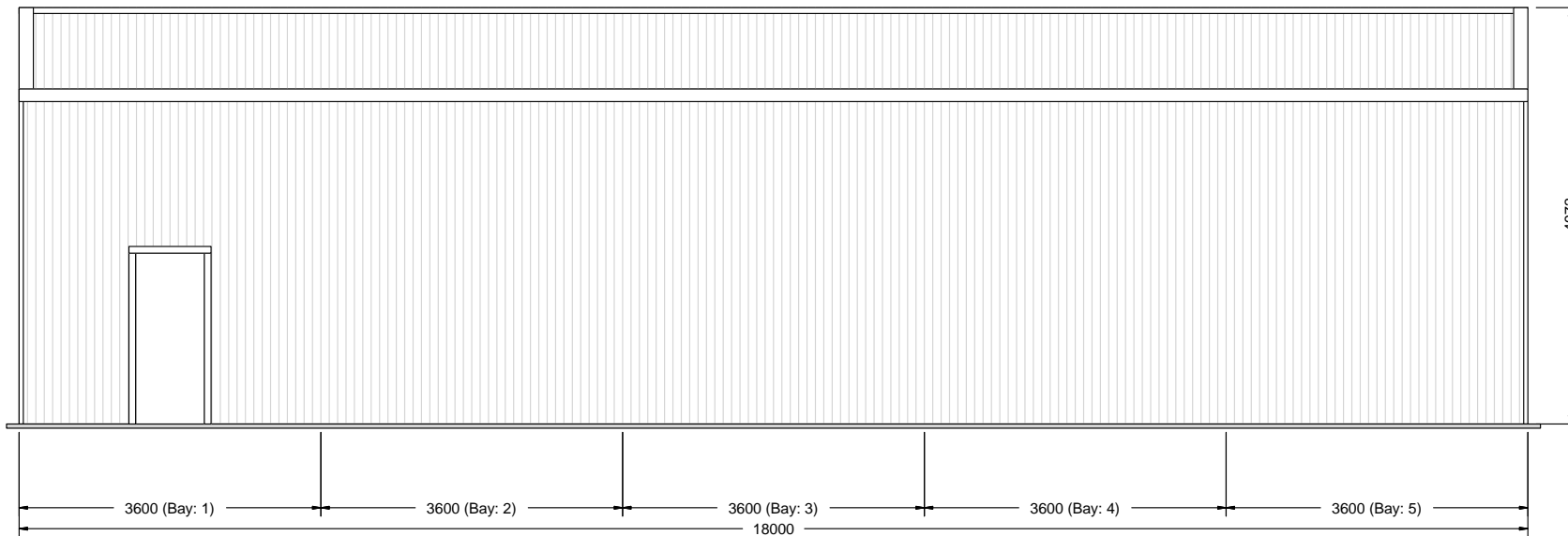


REAR ELEVATION

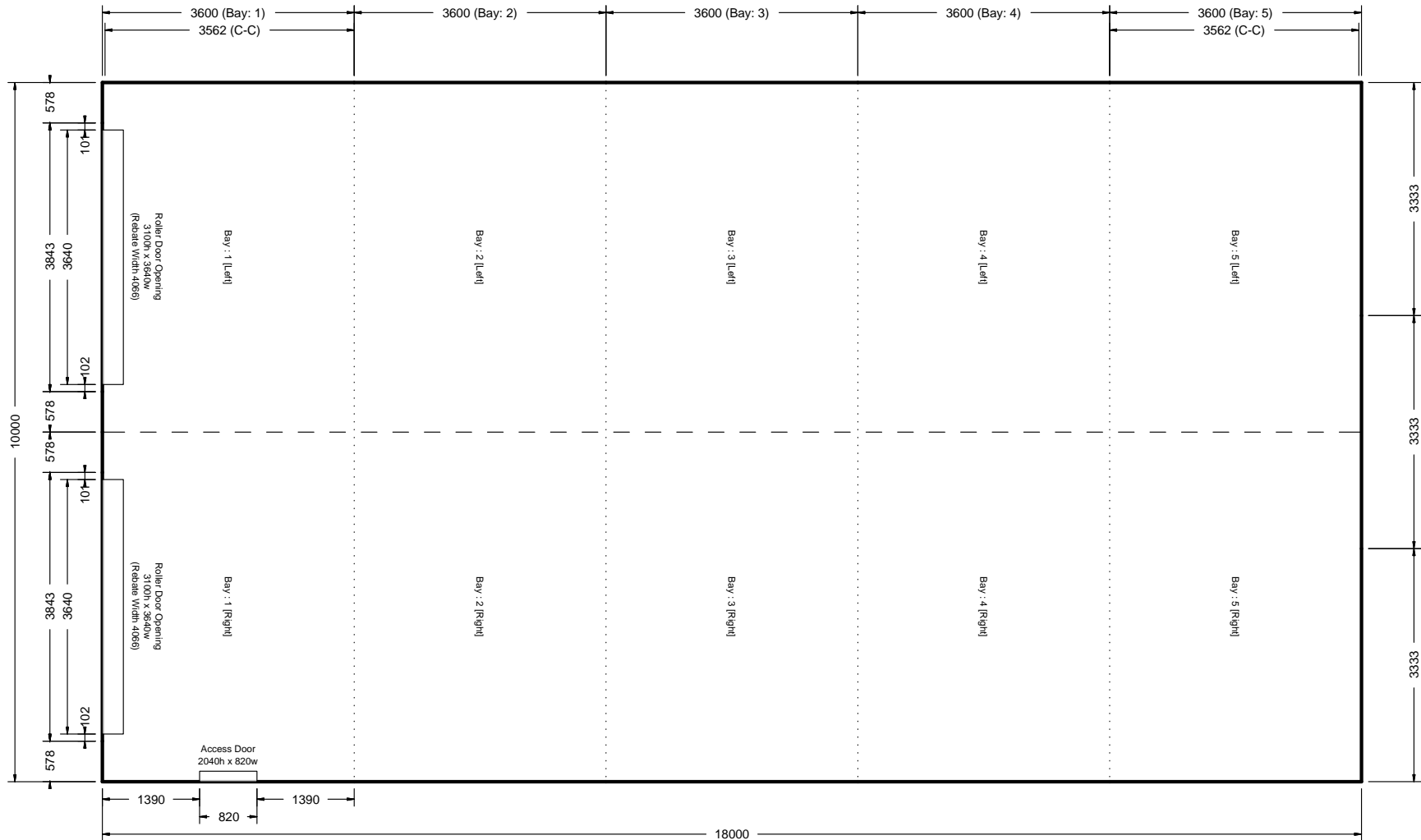

Sorell Council
 Development Application: 5.2026.101.1 -
 Development Application - 8 Pinto Close,
 Orjelton P1.pdf
 Plans Reference: P1
 Date Received: 31/03/2026



LEFT ELEVATION



RIGHT ELEVATION



PLAN ELEVATION

139 Main Road,
 Sorell TAS 7172
 Phone: 1300 737 910
 Email: sales@rainbowbuilding.com.au

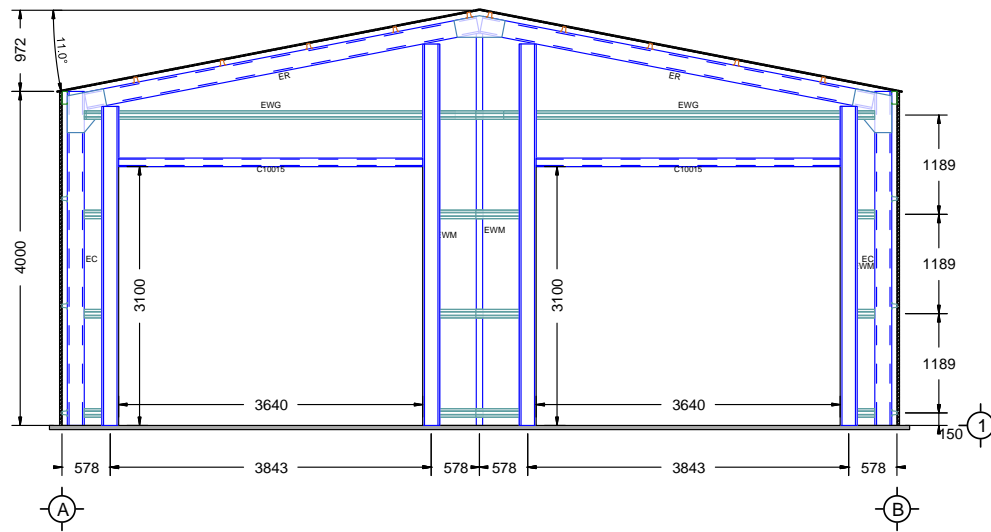


Sorell Council

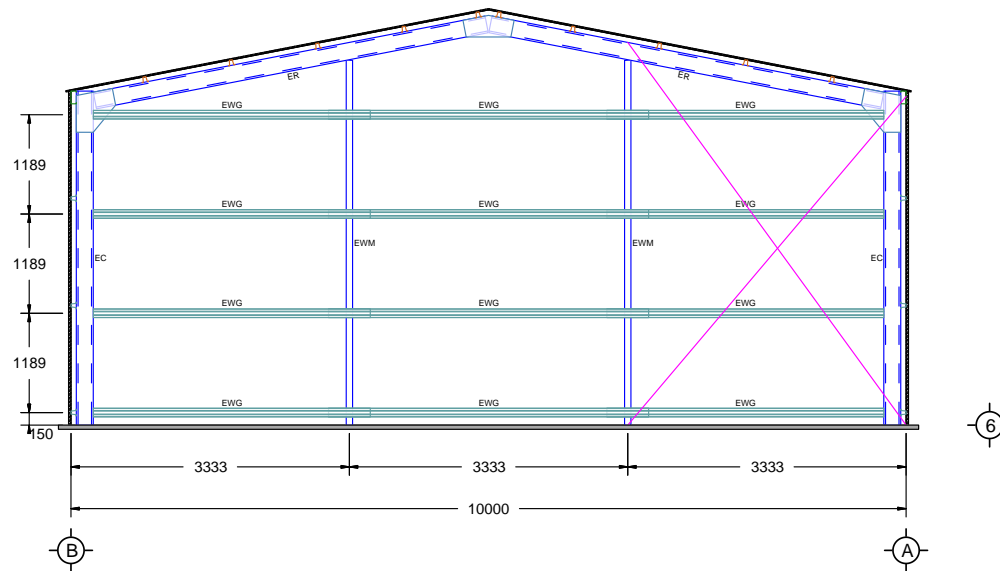
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 Development Application - 8 Pinto Close,
 Orielton P1.pdf
 Plans Reference: P1
 Date Received: 31/03/2026

CLIENT: TK Ahipene
 SITE ADDRESS: 8 Pinto Close, ORIELTON, TAS, 7172
 PHONE: [REDACTED]

DRAWING TITLE: Plan Elevation
 SCALE: 1:88.781
 DATE: 17-03-2026
 Job Number: SOR01_16797
 Drawing Number: FPE



FRONT ELEVATION



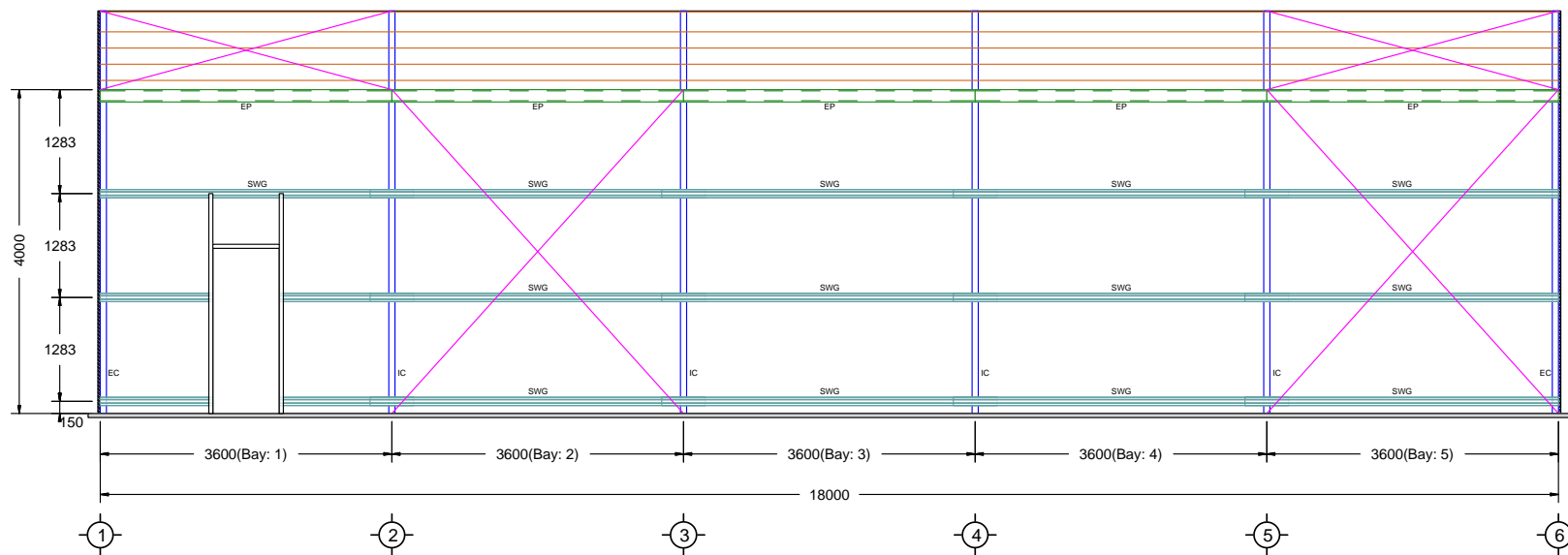
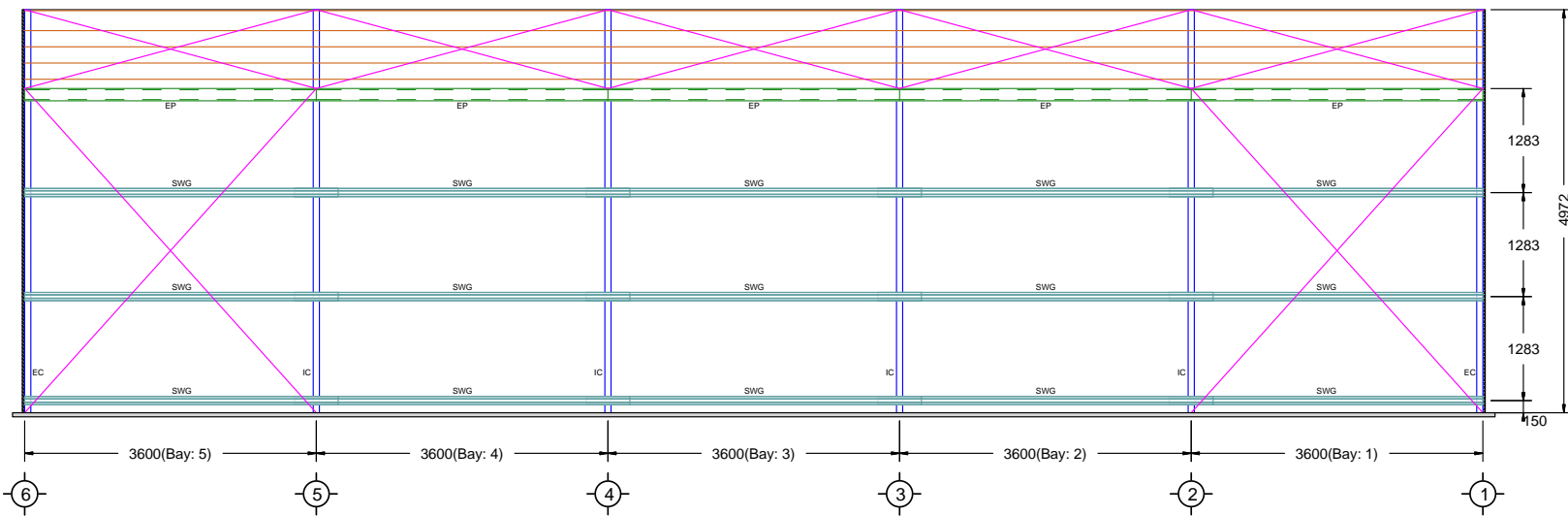
REAR ELEVATION

139 Main Road,
Sorell TAS 7172
Phone: 1300 737 910
Email: sales@rainbowbuilding.com.au


Sorell Council
 Development Application: 5.2026.101.1 -
 Development Application - 8 Pinto Close,
 Orielton P1.pdf
 Plans Reference: P1
 Date Received: 31/03/2026

CLIENT: TK Ahipene
 SITE ADDRESS: 8 Pinto Close, ORIELTON, TAS, 7172
 [REDACTED]
 [REDACTED]

DRAWING TITLE: End Frame Elevations
 SCALE: 1:90.534
 DATE: 17-03-2026
 Job Number: SOR01_16797
 Drawing Number: EFE



LEFT ELEVATION

RIGHT ELEVATION

139 Main Road,
Sorell TAS 7172
Phone: 1300 737 910
Email: sales@rainbowbuilding.com.au

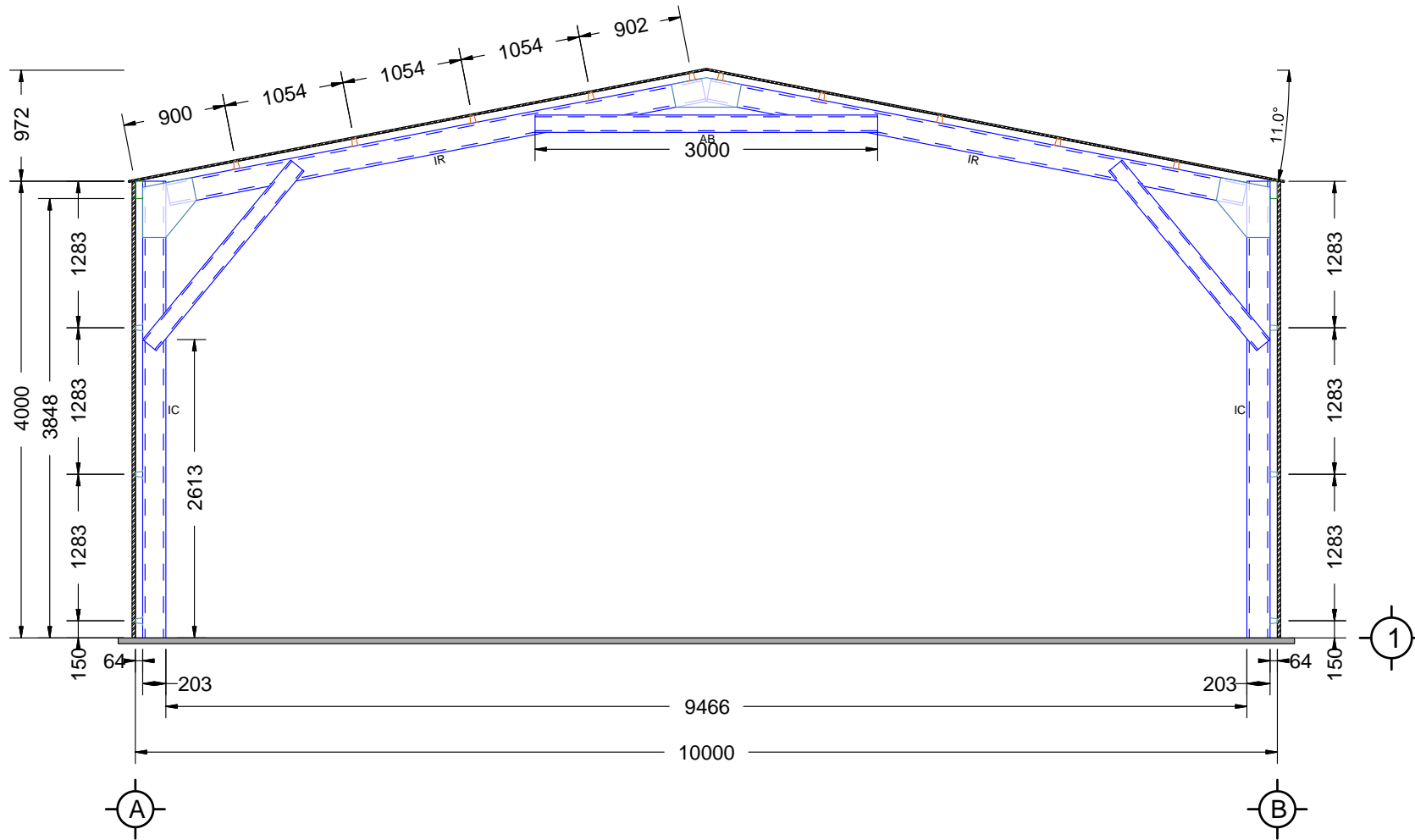
SORELL COUNCIL
Sorell Council

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Orielton P1.pdf
Plans Reference: P1
Date Received: 31/03/2026

CLIENT: TK Ahipene
SITE ADDRESS: 8 Pinto Close, ORIELTON, TAS, 7172

DRAWING TITLE: Side Frame Elevations
SCALE: 1:90.447
DATE: 17-03-2026
Job Number: SOR01_16797
Drawing Number: SFE





INTERMEDIATE ELEVATION

139 Main Road,
Sorell TAS 7172
Phone: 1300 737 910
Email: sales@rainbowbuilding.com.au



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Plans Reference: P1
Date Received: 31/03/2026

CLIENT: TK Ahipene
SITE ADDRESS: 8 Pinto Close, ORIELTON, TAS, 7172

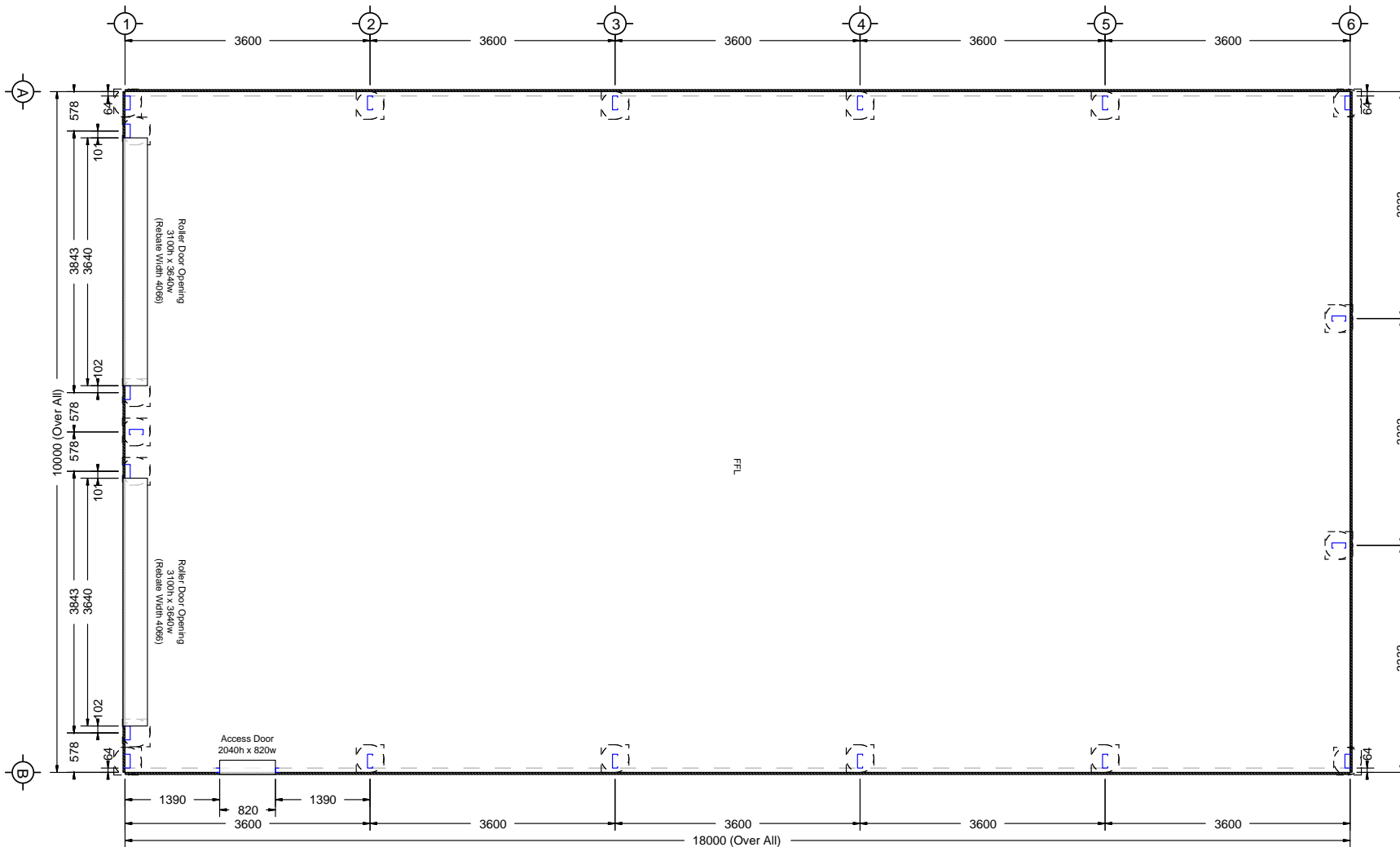
DRAWING TITLE: Cross Section

SCALE: 1:56.064

DATE: 17-03-2026

Job Number: SOR01_16797

Drawing Number: CS



FLOOR PLAN

139 Main Road,
 Sorell TAS 7172
 Phone: 1300 737 910
 Email: sales@rainbowbuilding.com.au

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CLIENT: TK Ahipene
 SITE ADDRESS: 8 Pinto Close, ORIELTON, TAS, 7172

DRAWING TITLE: Floor Plan
 SCALE: 1:90.528
 DATE: 17-03-2026
 Job Number: SOR01_16797
 Drawing Number: FP



Soil Test

By: TBA
Date:

BAL Assessment

Rate: BAL 19
By: North Barker Ecosystem Services
Date: 2 September 2021

Land Survey

By: By T.L. Gowland & Associates
Date: 6 July 2025

Thermal Assessment

By: Paul Hutchens Energy Rating
Date:

Corrosion Environment

Class: NCC 2022: Table 6.3.9a and Specifications 3

Alpine Area

Class:

Climate Zone - 7

Soil Classification

Class: ?

Wind Speed

N3 Vh,u = 50m/s

Land Title

Folio No: 11
Volume: 186369

Site Coverage

Land	-	11,880.00m ²
House	-	275.64m ²
Alfresco	-	59.62m ²
Shed	-	180.00m ²
TOTAL (for site coverage)-		515.29m ²
Site Coverage	-	4.337%



ABN: 18 220 805 074
Compliance No: CC 1159 Q
m: 0409 432 670
e: clint.draftone@bigpond.com

Client

Laura Donnelly & Tekaniwha Ahipene

Job

New Residential Home & Shed

Job address

8 Pinto Close,
Orielton

Drawing

Scale: A3
DWG: 1 of 16
Date: 31 March 2026
Job No: 2025-51

Cover

Amendments

Date	By
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Builders, Tradesmen, Sub-contractors and Prefabricators to verify all dimensions and levels prior to commencing any building works. Use written dimensions only. Do not scale from drawings.

Layout Index

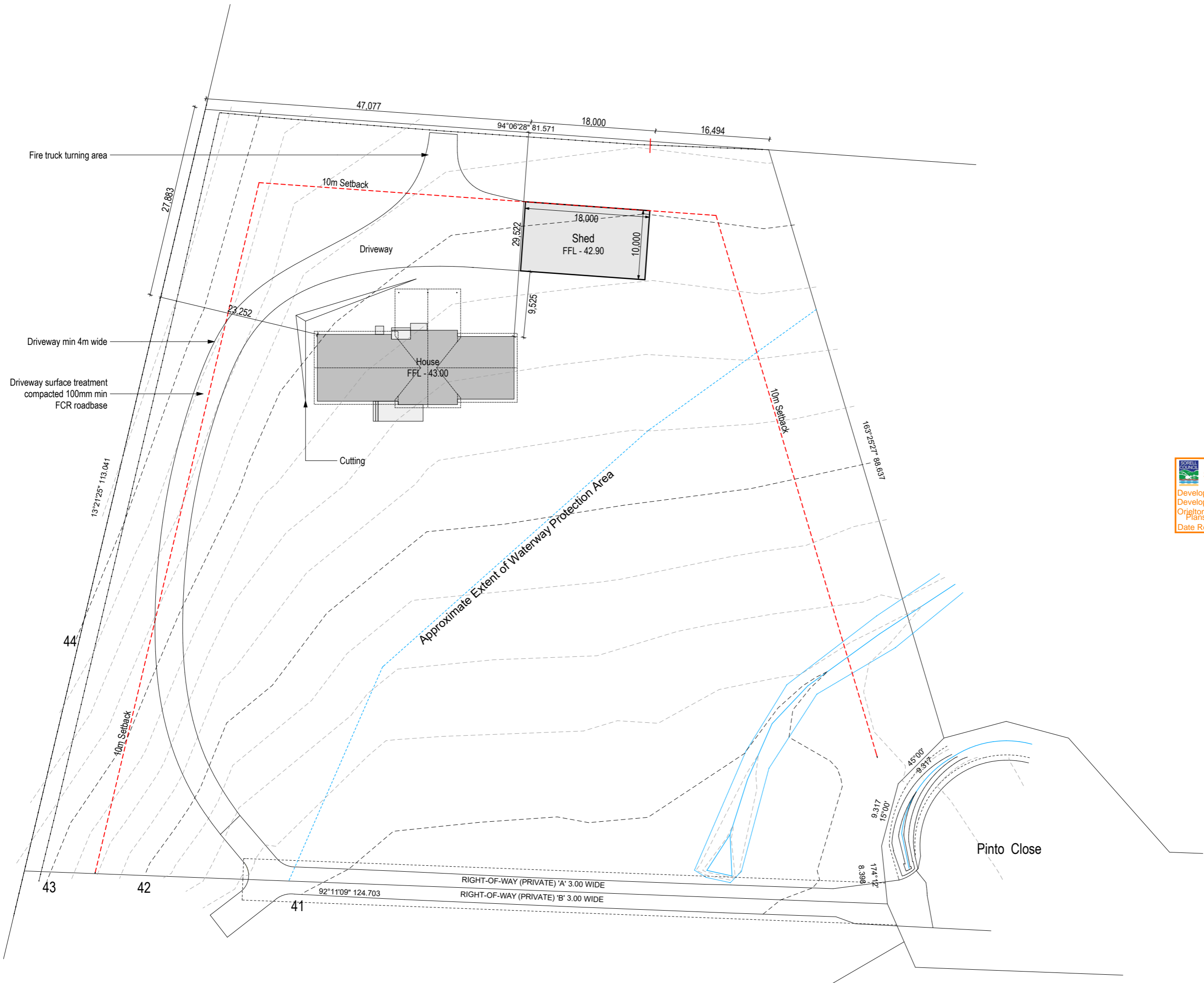
ID	Layout Name	Rev
1	Cover	
2	Site Plan	
3	Floor Plan	
4	Elevations	
5	Elevations	
6	Roof Plan	
7	Roof Plan Specifications	
8	Window & Door Schedule	
9	Shed Plan	
10	Shed Elevations	
11	Shed Roof plan	
12	Livable Housing Part 2	
13	Livable Housing Part 3-4	
14	Livable Housing Part 5-6	
15	Livable Housing Part 6	
16	Livable Housing Part 6	



Site Plan



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Floor Plan



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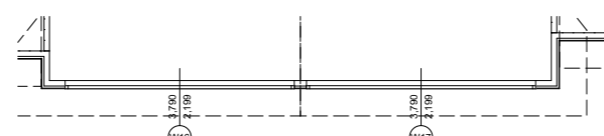
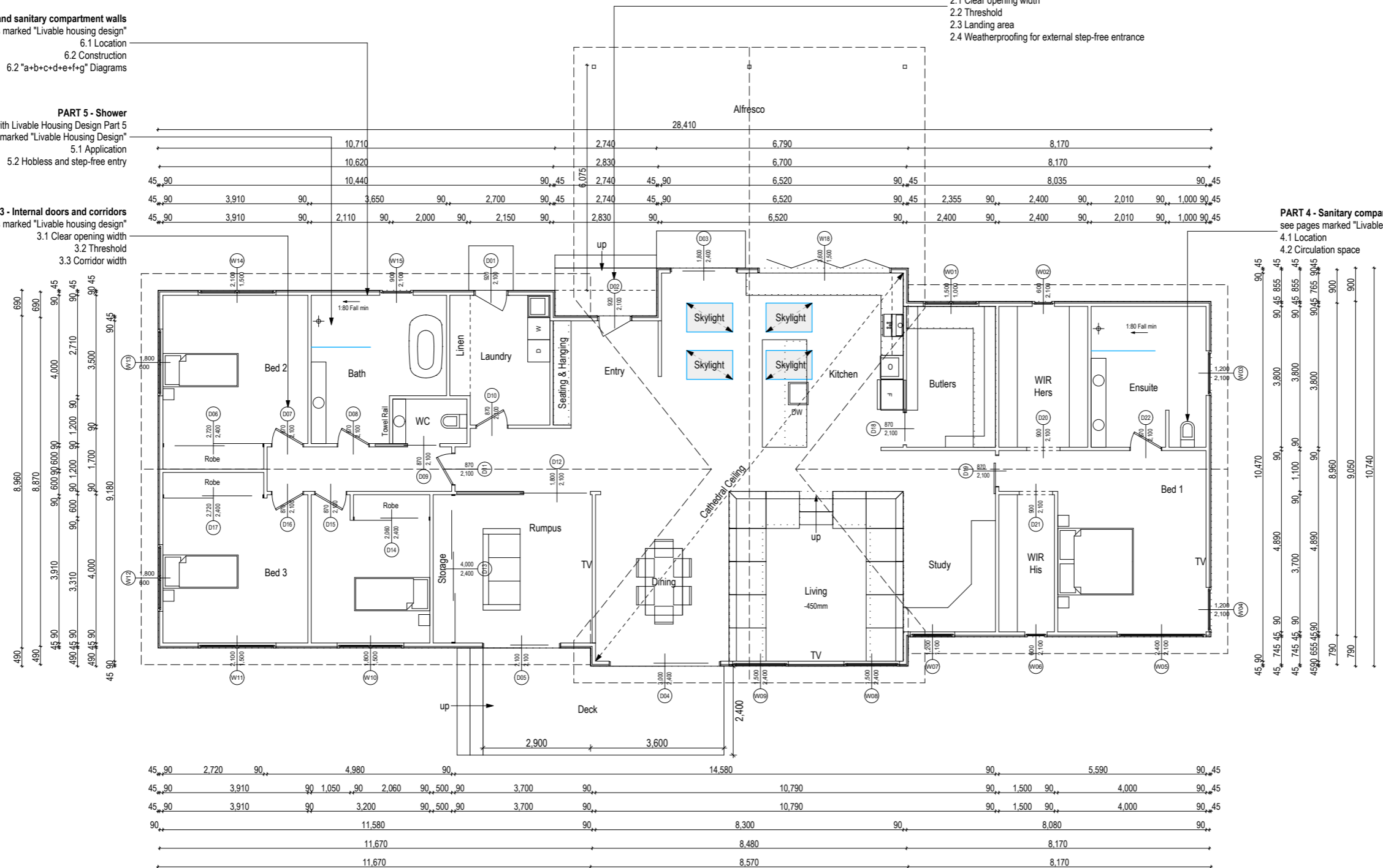
PART 6 - Reinforcement of bathroom and sanitary compartment walls
See pages marked "Livable housing design"
6.1 Location
6.2 Construction
6.2 "a+b+c+d+e+f+g" Diagrams

PART 5 - Shower
At least one shower to comply with Livable Housing Design Part 5
See pages marked "Livable Housing Design"
5.1 Application
5.2 Hobless and step-free entry

PART 3 - Internal doors and corridors
see pages marked "Livable housing design"
3.1 Clear opening width
3.2 Threshold
3.3 Corridor width

PART 2 - Dwelling entrance
see pages marked "Livable housing design"
2.1 Clear opening width
2.2 Threshold
2.3 Landing area
2.4 Weatherproofing for external step-free entrance

PART 4 - Sanitary compartment
see pages marked "Livable housing design"
4.1 Location
4.2 Circulation space



Highlight Windows

Walls

- Existing Walls
- New Walls
- Walls to be removed

Windows

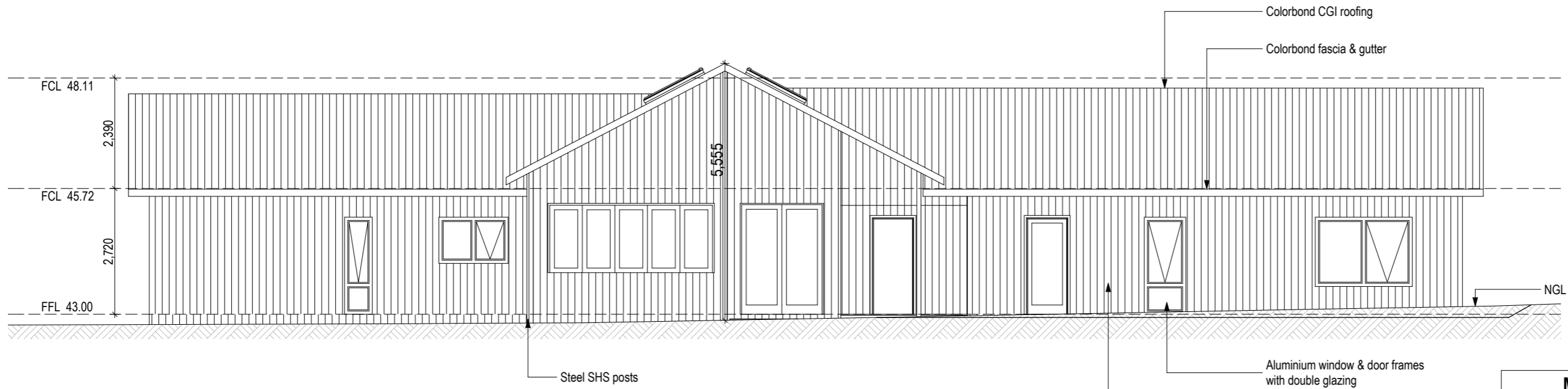
Width 1,210 Height 900

W05 Window number

Amendments	
Date	By

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Elevations

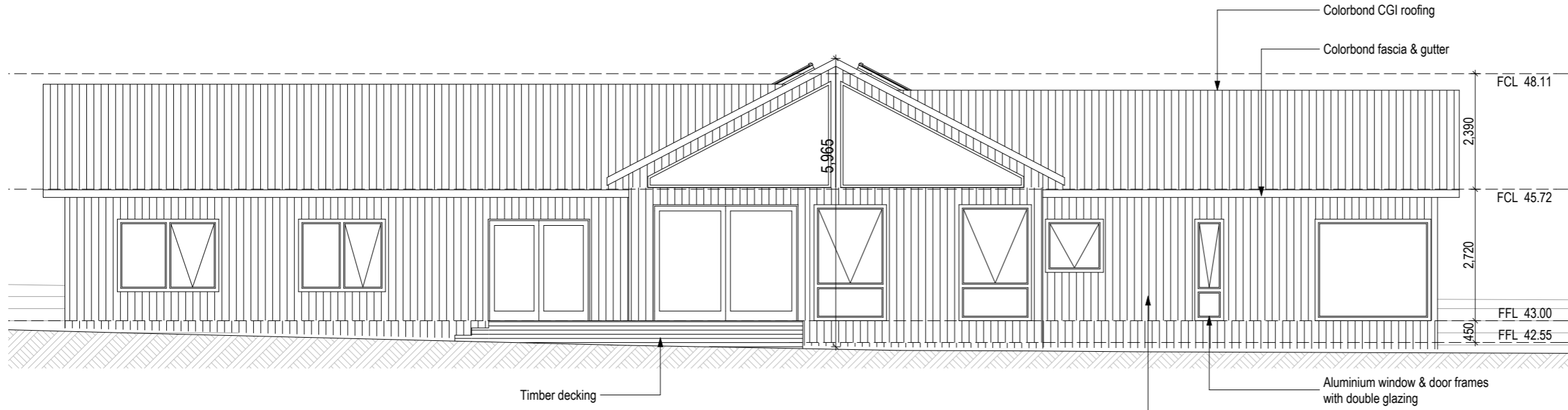


North

Material & Colour Schedule

Element	Material	Colour
Wall cladding	James Hardie Axon	White
Downpipes	uPVC	To match wall
Roof	CGI Colorbond	CB Monument
Fascia & Gutter	Colorbond	CB Monument
Windows & Doors	PVC	CB Monument
Deck	Modwood or similar	TBA
Posts	Steel SHS	CB Monument

The colours indicated for non pre-finished elements (eg timber posts, weatherboard claddings) in the schedule are to be verified on site by the client. If there are any changes made to paint colours, the owner shall obtain approval from the certifying authority before putting work in hand



South

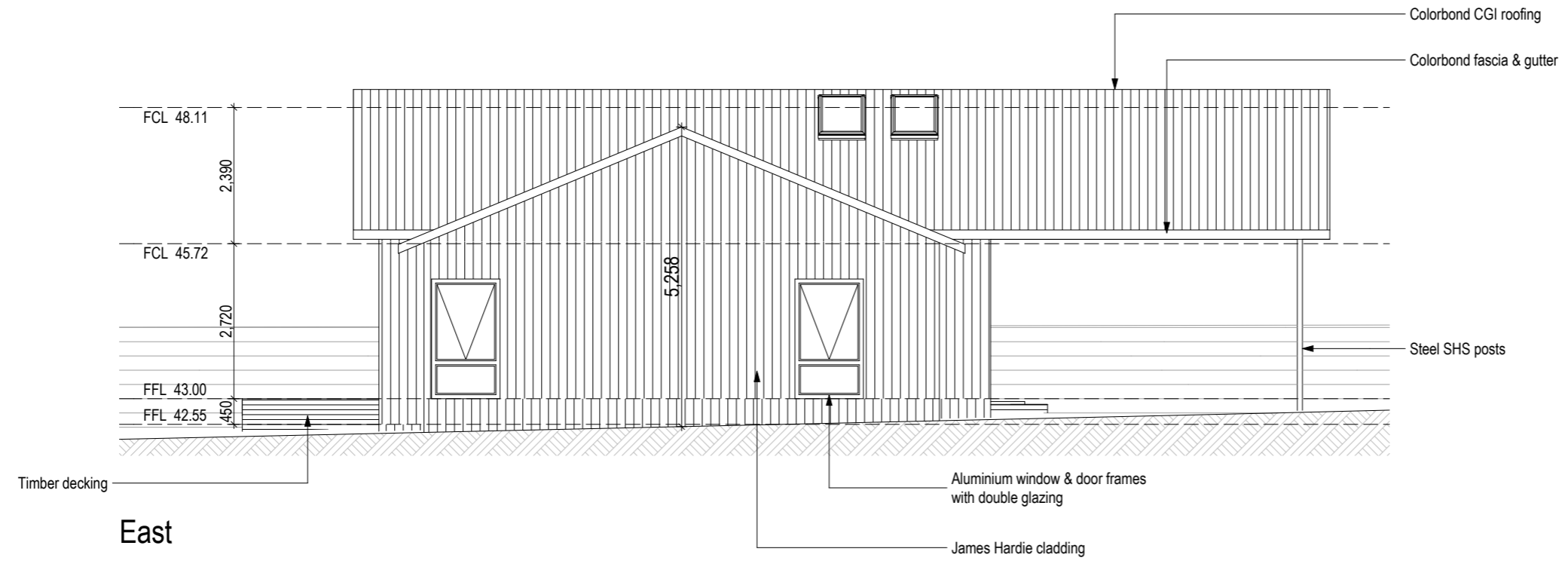
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Amendments

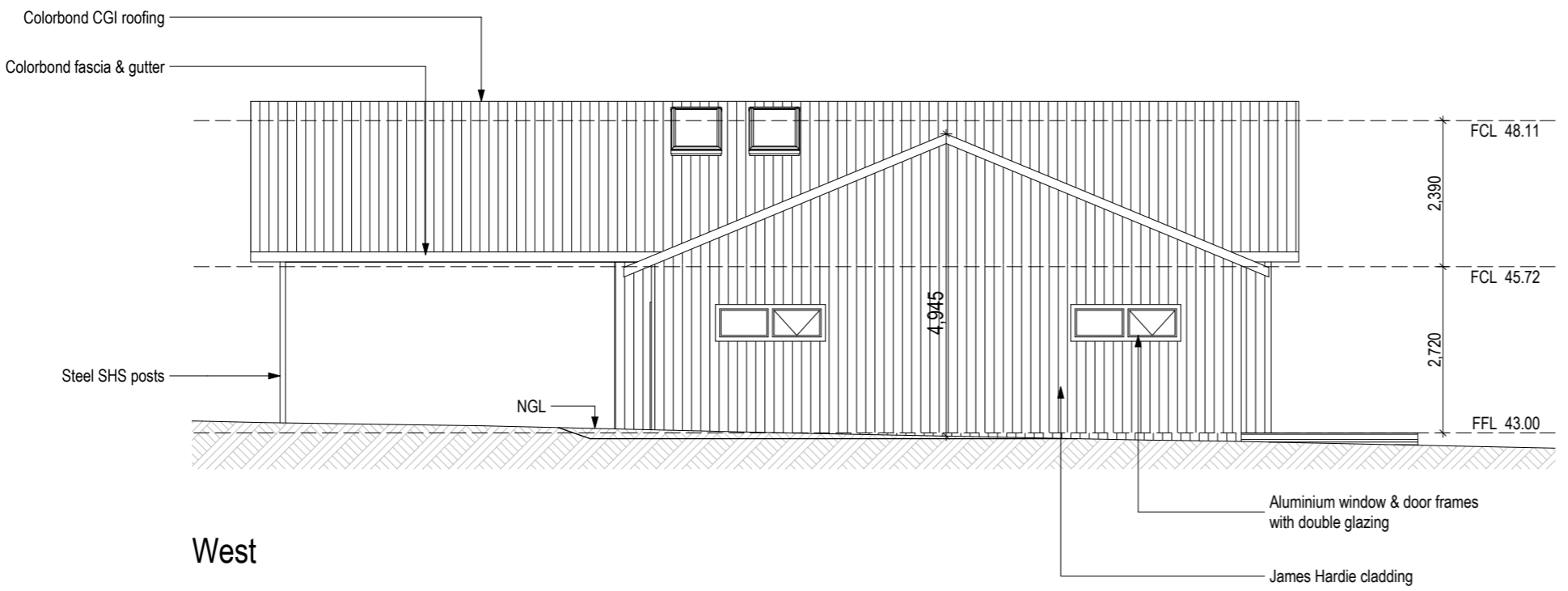
Date	By

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Elevations



East



West

Material & Colour Schedule

Element	Material	Colour
Wall cladding	James Hardie Axon	White
Downpipes	uPVC	To match wall
Roof	CGI Colorbond	CB Monument
Fascia & Gutter	Colorbond	CB Monument
Windows & Doors	PVC	CB Monument
Deck	Modwood or similar	TBA
Posts	Steel SHS	CB Monument

The colours indicated for non pre-finished elements (eg timber posts, weatherboard claddings) in the schedule are to be verified on site by the client. If there are any changes made to paint colours, the owner shall obtain approval from the certifying authority before putting work in hand

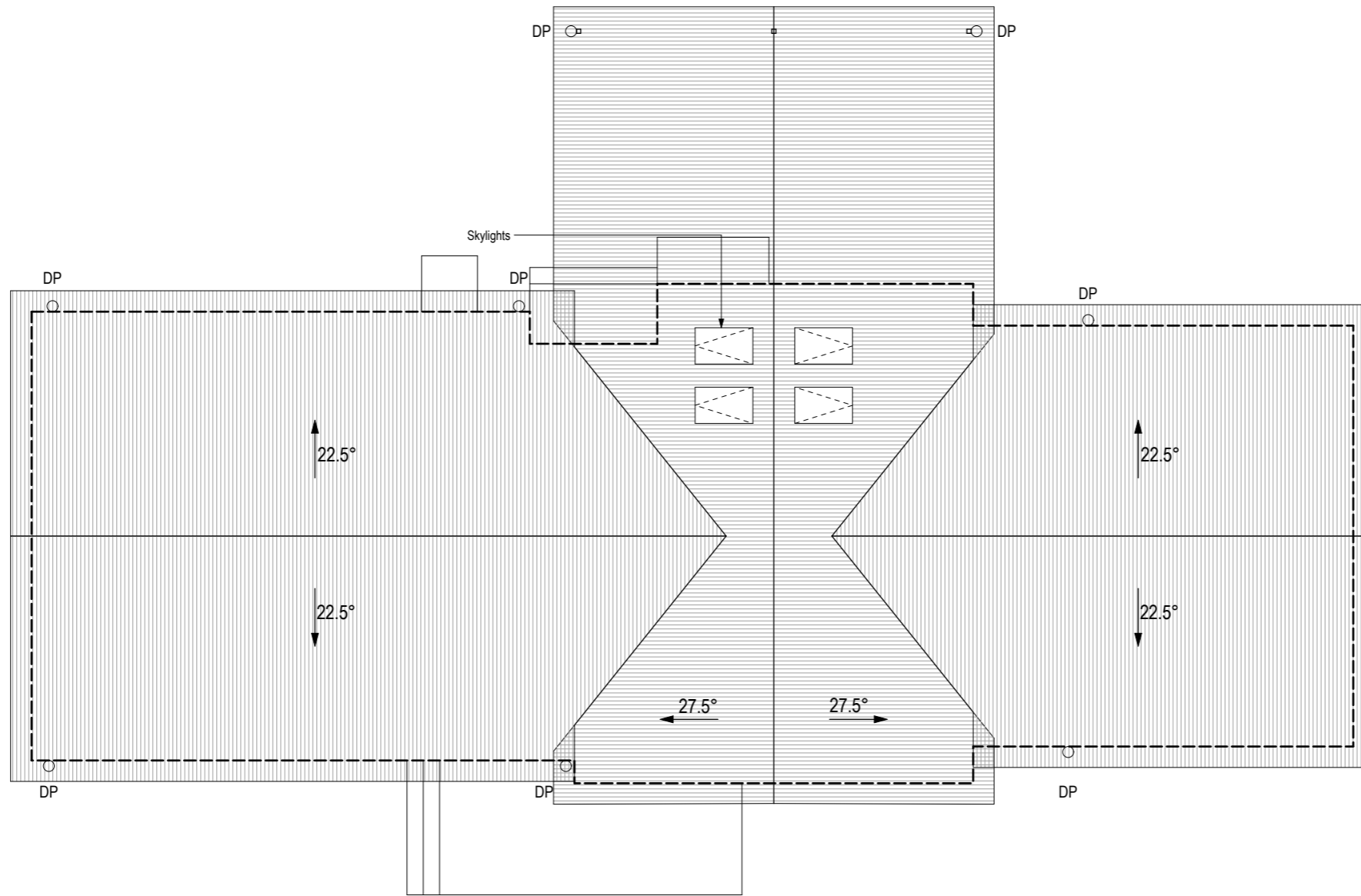
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Roof Plan



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Date Received: 31/03/2026

Amendments	
Date	By

Builders, Tradesmen, Sub-contractors and Prefabricators to verify all dimensions and levels prior to commencing any building works. Use written dimensions only. Do not scale from drawings.

Part 7.4 Gutters and downpipes

7.4.1 Application

[New for 2022]

Table 7.4.3a: Size of gutter required to drain roof catchment area into one (1) downpipe for various rainfall intensities and roof catchment areas (A, B, C, D, E and F defined in Table 7.4.3b)

Design rainfall intensity (mm/h) (as per Table 7.4.3d)	Roof catchment area per downpipe — 30 m ²	Roof catchment area per downpipe — 40 m ²	Roof catchment area per downpipe — 50 m ²	Roof catchment area per downpipe — 60 m ²	Roof catchment area per downpipe — 70 m ²
120 mm/h	A or C	A or C	A or C	A or C	A or D
140 mm/h	A or C	A or C	A or C	A or D	B or E

Table 7.4.3b: Gutter sizes for various rainfall intensities

Gutter type	Gutter description	Minimum cross-sectional area (mm ²)
A	Medium rectangular gutter	6500
B	Large rectangular gutter	7900
C	115 mm D gutter	5200

Table 7.4.3c: Downpipe selection for gutter types (A, B, C, D, E and F defined in Table 7.4.3b)

Downpipe section	Gutter type A	Gutter type B	Gutter type C	Gutter type D	Gutter type E
75 mm dia.	Yes	Yes	Yes	Yes	No
100 mm x 50 mm	Yes	Yes	Yes	Yes	Yes

Table 7.4.3d: 5 minute duration rainfall intensities

Slate	Locality	Annual exceedance probability, 5% (mm/h)	Annual exceedance probability, 1% (mm/h)
TAS	Hobart	86	120

Table 7.4.4a: Overflow volume for continuous measure (L/s/m)

Design 5 minute duration rainfall intensity (mm/h) (from Table 7.4.3d)	Ridge to gutter length — 2 m	Ridge to gutter length — 4 m	Ridge to gutter length — 6 m	Ridge to gutter length — 8 m	Ridge to gutter length — 10 m	Ridge to gutter length — 12 m	Ridge to gutter length — 14 m	Ridge to gutter length — 16 m
150 mm/h	0.08 L/s/m	0.17 L/s/m	0.25 L/s/m	0.33 L/s/m	0.42 L/s/m	0.50 L/s/m	0.58 L/s/m	0.67 L/s/m
175 mm/h	0.10 L/s/m	0.19 L/s/m	0.29 L/s/m	0.39 L/s/m	0.49 L/s/m	0.58 L/s/m	0.68 L/s/m	0.78 L/s/m
200 mm/h	0.11 L/s/m	0.22 L/s/m	0.33 L/s/m	0.44 L/s/m	0.56 L/s/m	0.67 L/s/m	0.78 L/s/m	0.89 L/s/m
225 mm/h	0.13 L/s/m	0.25 L/s/m	0.38 L/s/m	0.50 L/s/m	0.63 L/s/m	0.75 L/s/m	0.88 L/s/m	1.0 L/s/m
250 mm/h	0.14 L/s/m	0.28 L/s/m	0.42 L/s/m	0.56 L/s/m	0.69 L/s/m	0.83 L/s/m	0.97 L/s/m	1.1 L/s/m

7.4.7 Acceptable dedicated overflow measure per downpipe

[2019: Table 3.5.3.4b]

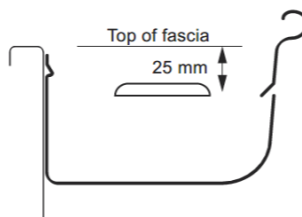
- For an end-stop weir with—
 - a minimum clear width of 100 mm; and
 - the weir edge installed a minimum 25 mm below the top of the fascia,
the acceptable overflow is 0.5 L/s constructed in accordance with Figure 7.4.7a.
- An end-stop weir is not suitable where the end-stop abuts a wall.
- For an inverted nozzle installed within 500 mm of a gutter high point with—
 - a minimum nozzle size of 100 mm x 50 mm positioned lengthways in the gutter; and
 - the top of the nozzle installed a minimum of 25 mm below the top of the fascia,
the acceptable overflow is 1.2 L/s constructed in accordance with Figure 7.4.7b.
- For a front face weir with—
 - a minimum clear width of 200 mm; and
 - a minimum clear height of 20 mm; and
 - the weir edge installed a minimum of 25 mm below the top of the fascia,
the acceptable overflow capacity is 1.0 L/s constructed in accordance with Figure 7.4.7c.
- For a rainhead with—
 - a 75 mm diameter hole in the outward face of the rainhead; and
 - the centreline of the hole positioned 100 mm below the top of the fascia,

7.4.6 Acceptable continuous overflow measure

[2019: Table 3.5.3.4a]

- For a front face slotted gutter with—
 - a minimum slot opening area of 1200 mm² per metre of gutter; and
 - the lower edge of the slots installed a minimum of 25 mm below the top of the fascia,
the acceptable overflow capacity must be 0.5 L/s/m, constructed in accordance with Figure 7.4.6a.
- For a controlled back gap with—
 - a permanent minimum 10 mm spacer installed between the gutter back and the fascia; and
 - one spacer per bracket, with the spacer not more than 50 mm wide; and
 - the back of the gutter installed a minimum of 10 mm below the top of the fascia,
the acceptable overflow capacity must be 1.5 L/s/m, constructed in accordance with Figure 7.4.6b.
- For the controlled back gap option, the spacer can be a proprietary clip or bracket that provides the *required* offset of the gutter from the fascia.
- For controlled front bead height with the front bead of the gutter installed a minimum of 10 mm below the top of the fascia, the acceptable overflow capacity is 1.5 L/s/m constructed in accordance with Figure 7.4.6c.

Figure 7.4.6a: Construction of front face slotted gutter



Roof and wall cladding

7.4.6

Figure 7.4.6b: Construction of controlled back gap

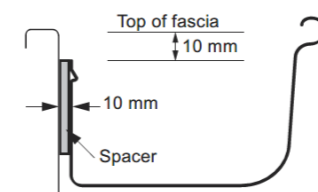


Figure 7.4.6c: Construction of controlled front bead height

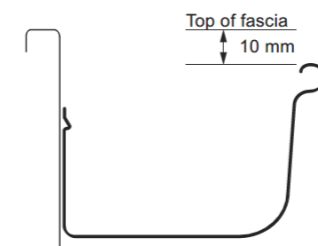


Figure Notes

Front bead of gutter to be a minimum of 10 mm below the top of the fascia.



ABN: 18 220 805 074
 Compliance No: CC 1159 Q
 m: 0409 432 670
 e: clint.draftone@bigpond.com

Client
 Laura Donnelly & Tekaniwha Ahipene
Job
 New Residential Home & Shed

Job address
 8 Pinto Close,
 Orielton

Drawing
 Scale: A3 -
 DWG: 7 of 16
 Date: 31 March 2026
 Job No: 2025-51

Roof Plan Specifications

Sorell Council
 Development Application: 5.2026.101.1 -
 Development Application - 8 Pinto Close,
 Orielton P1.pdf
 Plans Reference: P1
 Date Received: 31/03/2026

Amendments	
Date	By

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Window List								
ID	3D Front View	Height	Width	Head Height	Type	Frame	Glazing	Notes
W01		1,000	1,500	2,100	Top Hung	Aluminium	Clear Double	
W02		2,100	600	2,100	Top Hung	Aluminium	Obscure Double	
W03		2,100	1,200	2,100	Top Hung	Aluminium	Obscure Double	
W04		2,100	1,200	2,100	Top Hung	Aluminium	Clear Double	
W05		2,100	2,400	2,100	Fixed	Aluminium	Clear Double	
W06		2,100	600	2,100	Top Hung	Aluminium	Obscure Double	
W07		1,100	1,200	2,100	Top Hung	Aluminium	Clear Double	
W08		2,400	1,500	2,400	Top Hung	Aluminium	Clear Double	
W09		2,400	1,500	2,400	Top Hung	Aluminium	Clear Double	
W10		1,500	1,800	2,100	Top Hung	Aluminium	Clear Double	
W11		1,500	2,100	2,100	Top Hung	Aluminium	Clear Double	
W12		600	1,800	2,100	Top Hung	Aluminium	Clear Double	
W13		600	1,800	2,100	Top Hung	Aluminium	Clear Double	
W14		1,500	2,100	2,100	Top Hung	Aluminium	Clear Double	
W15		2,100	900	2,100	Top Hung	Aluminium	Obscure Double	
W16		2,199	3,790	2,199	Fixed	Aluminium	Clear Double	
W17		2,199	3,790	2,199	Fixed	Aluminium	Clear Double	
W18		1,500	3,600	2,400	Bi-Folding	Aluminium	Clear Double	

Door List								
ID	3D Front View	Height	Width	Head Height	Type	Frame	Glazing	Notes
D01		2,100	920	2,100	Hinged	Aluminium	Clear Double	
D02		2,100	920	2,100	Hinged	Timber		
D03		2,400	1,800	2,400	Sliding	Aluminium	Clear Double	
D04		2,400	3,000	2,400	Sliding	Aluminium	Clear Double	
D05		2,100	2,100	2,100	Sliding	Aluminium	Clear Double	
D06		2,400	2,720	2,400	Sliding	Timber		
D07		2,100	870	2,100	Hinged	Timber		
D08		2,100	870	2,100	Hinged	Timber		
D09		2,100	870	2,100	Sliding	Timber		
D10		2,100	870	2,100	Hinged	Timber		
D11		2,100	870	2,100	Hinged	Timber		
D12		2,100	1,800	2,100	Sliding	Timber		
D13		2,400	4,000	2,400	Sliding	Timber		
D14		2,400	2,060	2,400	Sliding	Timber		
D15		2,100	870	2,100	Hinged	Timber		
D16		2,100	870	2,100	Hinged	Timber		
D17		2,400	2,720	2,400	Sliding	Timber		
D18		2,100	870	2,100	Sliding	Timber		
D19		2,100	870	2,100	Sliding	Timber		
D20		2,100	900	2,100				
D21		2,100	900	2,100				
D22		2,100	870	2,100	Hinged	Timber		

Object Name	Skylight Top Hung 14
Quantity	4
Length (A)	780
Width (B)	1,400
Height (Z Size)	1,000
2D Symbol	
3D Front Axonome...	

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 Development Application: 5.2026.101.1 -
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 Plans Reference: P1
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ABN: 18 220 805 074
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 m: 0409 432 670
 e: clint.draftone@bigpond.com

Client
 Laura Donnelly & Tekaniwha Ahipene

Job
 New Residential Home & Shed

Job address

8 Pinto Close,
 Orielton

Drawing

Scale: A3
 DWG: 8 of 16
 Date: 31 March 2026
 Job No: 2025-51

Window & Door Schedule

Amendments	
Date	By

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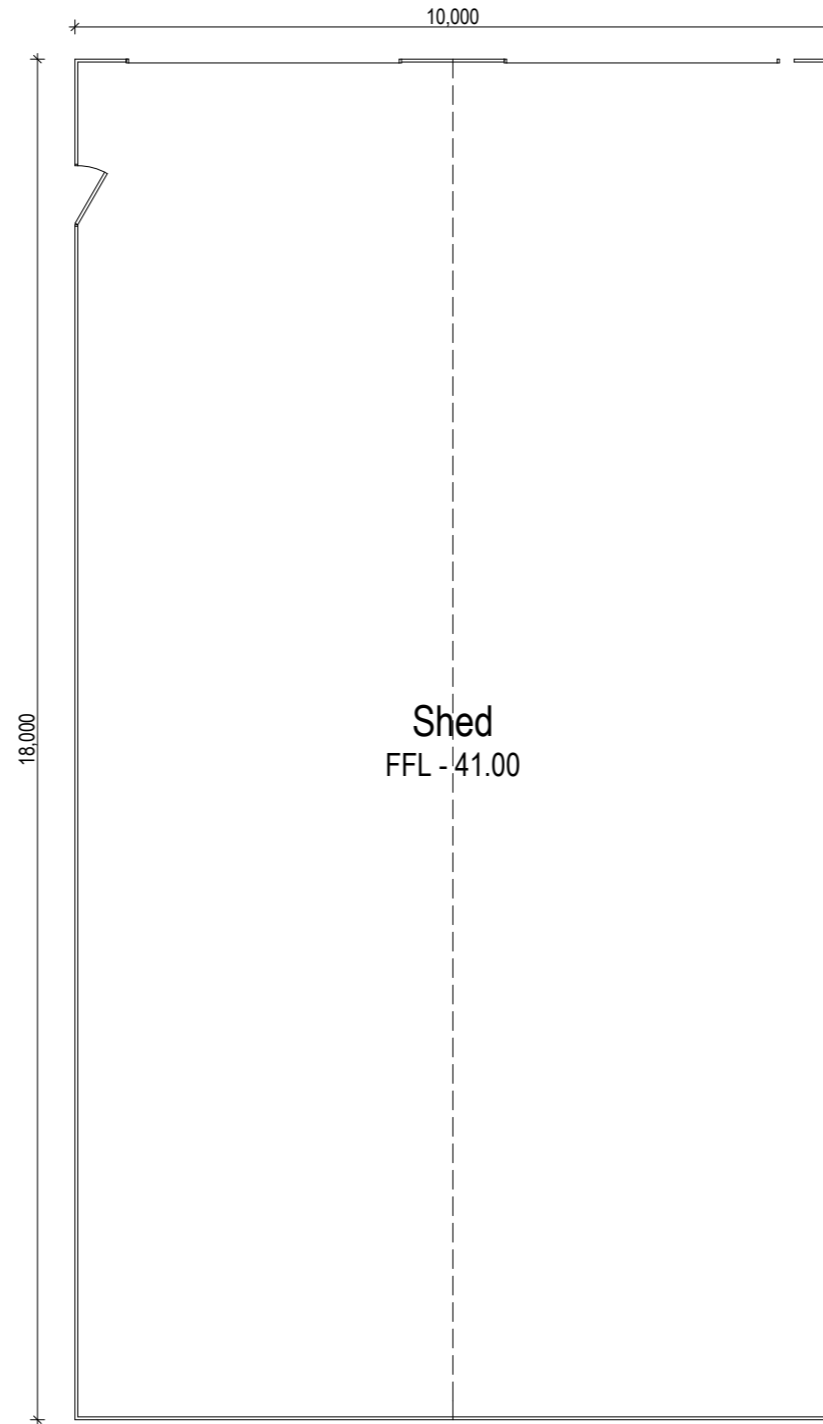
Client
Laura Donnelly & Tekaniwha Ahipene

Job
New Residential Home & Shed

Job address
8 Pinto Close,
Orielton

Drawing
Scale: A3 - 1:100
DWG: 9 of 16
Date: 31 March 2026
Job No: 2025-51

Shed Plan



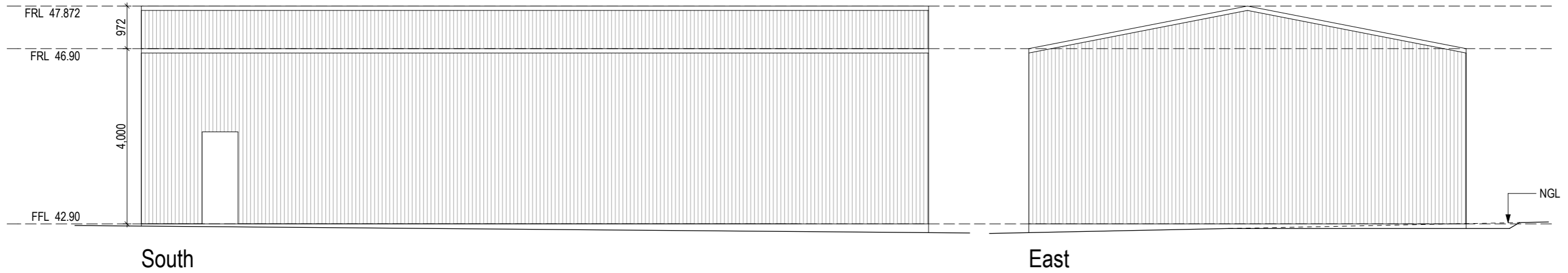
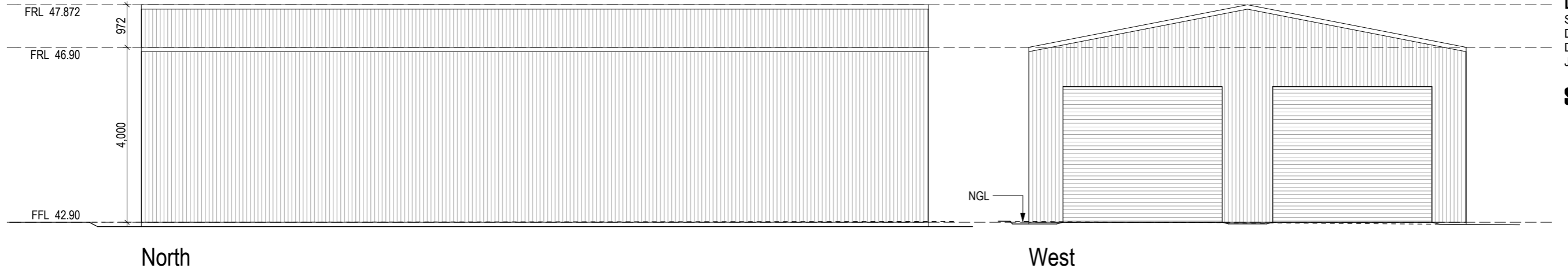
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Development Application: 5.2026.101.1 -
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Orielton P1.pdf
Plans Reference: P1
Date Received: 31/03/2026

- Walls**
- Existing Walls
 - New Walls
 - Walls to be removed
- Windows**
-
- Width 1,210 Height 900
W05 Window number

Amendments	
Date	By

Builders, Tradesmen, Sub-contractors and Prefabricators to verify all dimensions and levels prior to commencing any building works. Use written dimensions only. Do not scale from drawings.

Shed Elevations

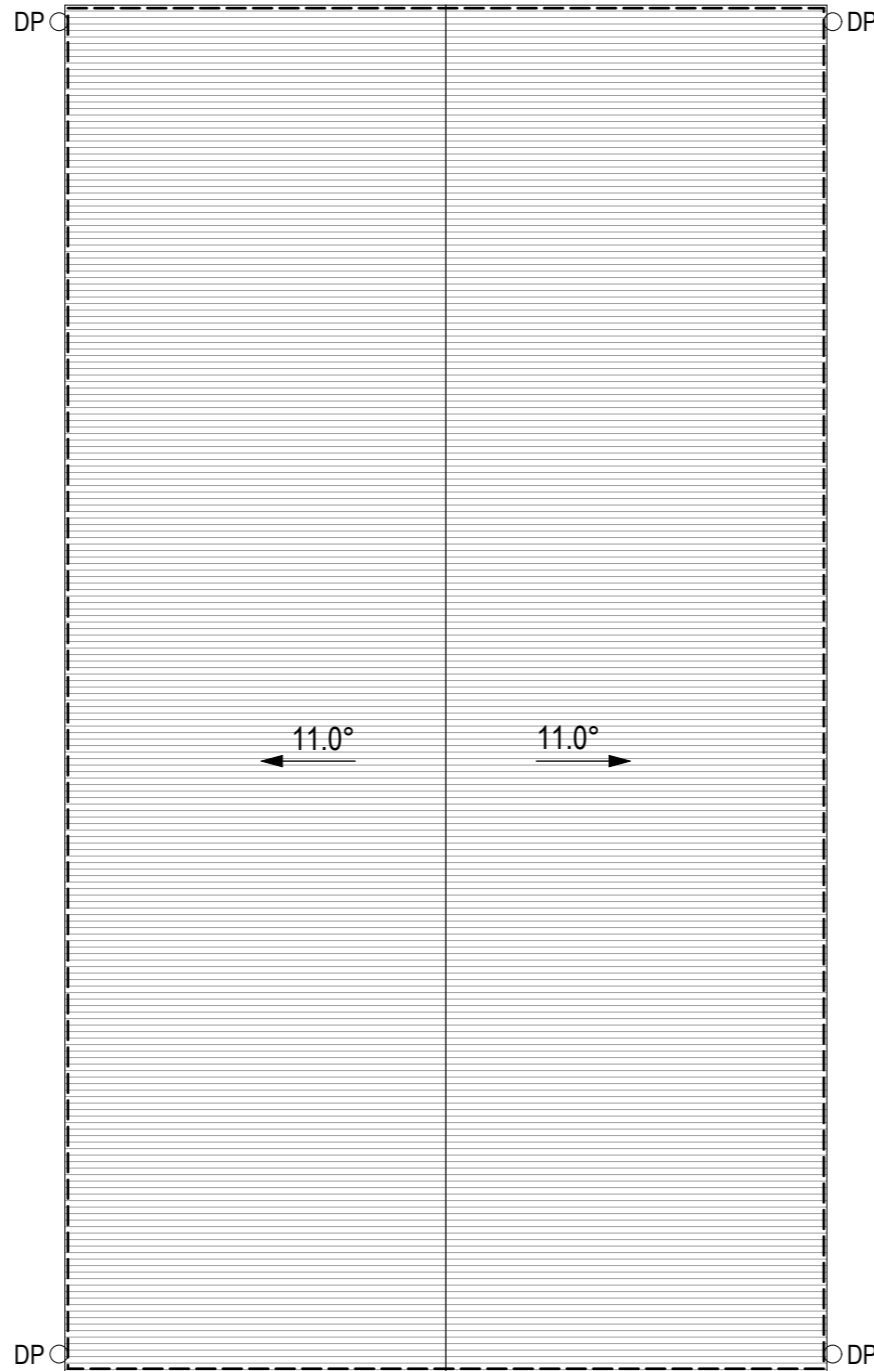


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Shed Roof plan



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Amendments	
Date	By

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Part 2 Dwelling entrance

2.1 Clear opening width

- (1) At least one entrance door to the dwelling must have a minimum clear opening width of 820 mm.
- (2) The minimum clear opening width required by (1) must be measured in accordance with Figure 2.1.

Figure 2.1: Measurement of clear opening width

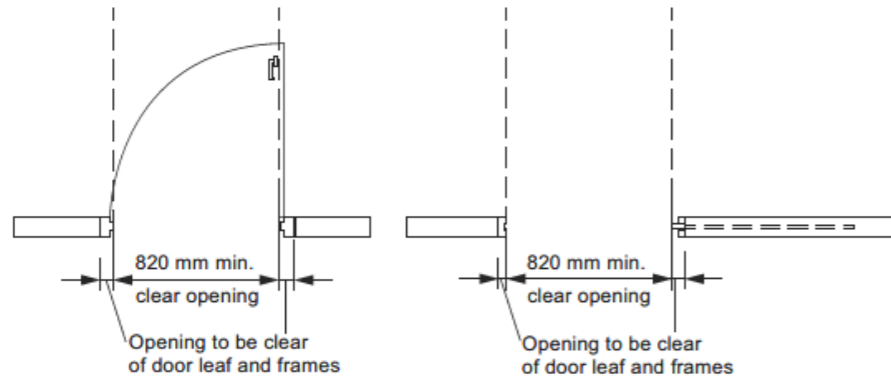


Figure Notes

- (1) Double doors, bi-fold doors, stacking doors, multiple sliding door panels and other types of hinged door sets may use a smaller leaf provided the overall clear opening width with the doors fully open is not less than 820 mm.
- (2) Clear opening width for sliding doors must be measured with the door panel(s) installed and in the fully open position.
- (3) The door handle may encroach the required minimum clear opening width.

Information: Door leaf dimensions

An 820 mm clear opening width, for a single swinging door, can generally be achieved using an 870 mm door leaf.

Information: Meaning of 'entrance door'

An entrance door for the purposes of 2.1 may be a door other than the front door, provided that the door connects to the step-free access path in accordance with Clause 1.1(2). For example, compliance with 2.1 could be achieved via a side door that is connected to the garage via a step-free path.

2.2 Threshold

The threshold of an entrance door that is subject to Clause 2.1 must—

- (a) be level; or
- (b) have a sill height not more than 5 mm if the lip is rounded or bevelled; or
- (c) have a ramped threshold that—
 - (i) does not extend beyond the depth of the door jamb; and
 - (ii) has a gradient not steeper than 1:8; and
 - (iii) is at least as wide as the minimum clear opening width of the entrance door; and
 - (iv) does not intrude into the minimum dimensions of a landing area that is required by Clause 2.3; or

- (d) where the requirements of (a), (b) or (c) cannot meet the weatherproofing requirements of the NCC, for external entrance doors containing a raised door or sill—

- (i) have no lip or upstand greater than 15 mm within the sill profile; and
- (ii) have no more than 5 mm height difference between the edge of the top surface of the sill and the adjoining finished surface.

Information: Termite management

For termite management, where *required* by the NCC, the NCC referenced document AS 3660.1 includes solutions for termite management in cases where there is no step-up into a dwelling: see clauses 2.2, 2.3, 4.4 and 6.5 of AS 3660.1.

AS 3660.1 is referenced in the NCC, therefore an appropriate solution for termite management that complies with AS 3660.1 can be used as part of a *Deemed-to-Satisfy Solution* under the NCC.

Information: Damp-proof course

For masonry construction, a *damp-proof course* is to be located above the external finished surface (e.g. clause 5.7.4 of the ABCB Housing Provisions). Therefore, the construction of a ramp, threshold or the like is to maintain compliance with this requirement.

Information: Finished surface

The finished surfaces abutting a door sill will involve the external surface on one side and the internal floor finish on the other side. Finished surfaces may include a carpet or tiled finish internally, or decking, paving or the like externally. Door mats should not be counted as forming a finished surface either side of the door sill.

2.3 Landing area

An entrance door that is subject to Clause 2.1 must have a space of at least 1200 mm x 1200 mm on the external (arrival) side of the door that is—

- (a) unobstructed (other than by a gate or a screen door); and
- (b) level, or has a gradient not more than 1:40 if a gradient is necessary to allow for drainage.

Applications

- (1) Clause 2.3 only applies to a Class 1a building.
- (2) Clause 2.3 does not apply to a dwelling that is exempt from compliance with Clause 1.1.
- (3) Clause 2.3 does not apply to an entrance door that serves an appurtenant Class 10a garage or carport in accordance with 1.1(b).

Information: Entrance doors to Class 2 sole-occupancy units

Requirements for landing areas outside the entrance door to a Class 2 *sole-occupancy unit* located on an *accessible* floor are set out in Section D of NCC Volume One and the Disability (Access to Premises — Buildings) Standards 2010.

2.4 Weatherproofing for external step-free entrance

Weatherproofing for an external step-free entrance must be provided in accordance with one or a combination of the following:

- (a) Where the external surface is concrete or another impermeable surface, a channel drain that meets the requirements of Volume Two H2D2 is to be provided for the width of the entrance.
- (b) Where the external trafficable surface is decking or another raised permeable surface, a drainage surface below the trafficable surface is to be provided that meets the requirements of Volume Two H2D2, and drainage gaps in the trafficable surface, such as those between decking boards, are to be no greater than—
 - (i) 8 mm; or
 - (ii) in a *designated bushfire prone area*, that permitted by AS 3959.
- (c) A roof covering an area no smaller than 1200 mm by 1200 mm, where the area is provided with a fall away from the building not greater than 1:40.

Applications

- (1) The provisions of 2.4 do not apply to an entrance door that is provided through an interconnected garage.
- (2) A channel drain provided in accordance with (a) can also act as an inspection zone for the purposes of termite management provisions provided the inspected zone required by AS 3660.1 can be accessed.
- (3) Consideration should be given to the ability for cleaning drains in (a), particularly in bushfire prone areas.
- (4) For the purposes of (c), any posts, columns, or structural supports for the roof cover, must not encroach the clear space required by 1.1(4) for a landing or entrance path provided under 1.1.

Client

Laura Donnelly & Tekaniwha Ahipene

Job

New Residential Home & Shed

Job address

8 Pinto Close,
Orielton

Drawing

Scale: A3 -
DWG: 12 of 16
Date: 31 March 2026
Job No: 2025-51

Livable Housing Part 2

Amendments	
Date	By

Builders, Tradesmen, Sub-contractors and Prefabricators to verify all dimensions and levels prior to commencing any building works. Use written dimensions only. Do not scale from drawings.

Part 3 Internal doors and corridors

3.1 Clear opening width

Internal doorways must provide a minimum clear opening width of 820 mm, measured in accordance with Figure 2.1.

Applications

Clause 3.1 only applies to a doorway that connects to, or is in the path of travel to, any of the following:

- Habitable room or laundry on the ground or entry level.
- Attached Class 10a garage or carport that forms part of an access path required by Clause 1.1.
- Sanitary compartment on the ground or entry level complying with Parts 4 and 6.
- room containing a shower complying with Parts 5 and 6.

Information: Clear opening width

An 820 mm clear opening width, for a single swinging door, can generally be achieved using an 870 mm door leaf.

Information: Split level designs

The requirements of 3.1 do not prevent the use of split levels within the dwelling, including on the ground or entrance level. However, where a split level is used in the path of travel to one or more of the doors listed in the Application, those doors will still need to comply with 3.1.

3.2 Threshold

The threshold of an internal doorway that is subject to Clause 3.1 must—

- be level; or
- have a height not more than 5 mm if the lip is rounded or bevelled; or
- have a ramped threshold that—
 - does not extend beyond the depth of the door jamb; and
 - has a gradient not steeper than 1:8; and
 - is at least as wide as the minimum clear opening width of the doorway it serves.

3.3 Corridor width

Internal corridors, hallways, passageways or the like, if connected to a door that is subject to Clause 3.1, must have a minimum clear width of 1000 mm, measured between the finished surfaces of opposing walls.

Applications

Clause 3.3 does not apply to a stairway that is in the path of travel to a shower complying with Parts 5 and 6 that is on a level other than the ground or entry level.

Information

Skirting boards, architraves, timber mouldings, skirting tiles, door stops, conduits, general power outlets and the like may be disregarded for the purposes of compliance with Clause 3.3.

Door hardware may encroach the required minimum corridor width.

Part 4 Sanitary compartment

4.1 Location

There must be at least one *sanitary compartment* located on the ground or entry level of a dwelling.

Information

The term *sanitary compartment* refers to a room or space containing a toilet. It applies equally to any type of room or space containing a toilet, such as a bathroom, ensuite, powder room or other separate room. It is used in place of the word 'toilet' for consistency with the wording of the NCC and to avoid confusion with the use of the word 'toilet' to refer to a plumbing fixture rather than the room in which that fixture is located.

"At least one *sanitary compartment*" means that in a dwelling with two or more *sanitary compartments*, only one needs to be located on the ground or entry level and comply with the requirements of this Part.

4.2 Circulation space

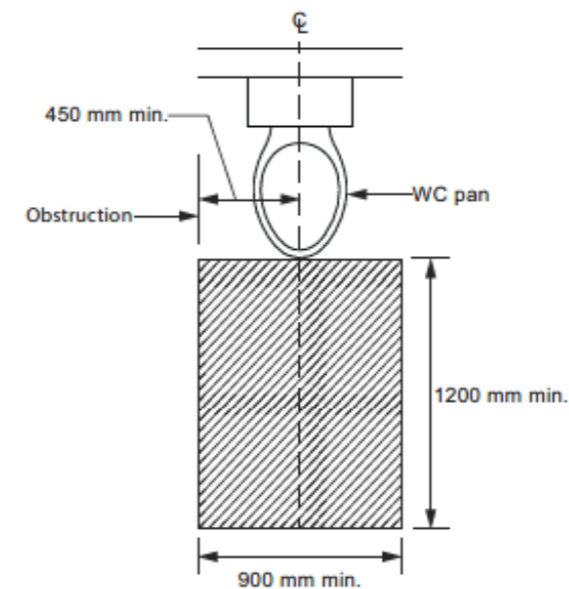
A *sanitary compartment* that is subject to Clause 4.1 must be constructed in accordance with the following:

- For a toilet pan located in a separate *sanitary compartment*, there must be a clear width of not less than 900 mm between the finished surfaces of opposing walls either side of the toilet pan.
- For a room containing a toilet pan, any fixed obstruction, such as a basin or a vanity unit, must be located at least 450 mm from the centreline of the toilet pan normal to the front face of the cistern.
- A clear minimum circulation space of 1200 mm by 900 mm must be provided from the front edge of the toilet pan.
- Compliance with (c) must be determined in accordance with Figure 4.2.

Applications

4.2(c) requires that a minimum circulation space of 1200 mm long by 900 mm wide clear space be provided in front of the toilet pan, and this applies for both a separate *sanitary compartment* and for a *sanitary compartment* that is combined with a bathroom. The minimum circulation space must be clear of the door swing and applies regardless of whether the door is inwards or outwards swinging or is a cavity slider.

Figure 4.2: Circulation space for a toilet pan



Information

- NCC Volumes One and Two also contain requirements for the location and construction of *sanitary compartments*.
- NCC Volume Three contains requirements for *plumbing* and *drainage* installations in *sanitary compartments*.
- Skirting boards, architraves, toilet roll holders, skirting tiles, door stops and the like may be disregarded when determining compliance with Clause 4.2.

Amendments

Date	By

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Part 5 Shower

5.1 Application

At least one shower must comply with Clause 5.2.

Information

"At least one shower" means that in a dwelling with two or more showers, only one of the showers needs to comply with the requirements of this Part.

A shower subject to this Part is not required to be located on the ground or entry level of the dwelling.

5.2 Hobless and step-free entry

- (1) At least one shower must have a hobless and step-free entry.
- (2) A lip not more than 5 mm in height may be provided for water retention purposes.

Applications

For the purposes of 5.2, a lip meeting the requirements of 5.2(2) is not a step.

Information: Hobless and step-free

Clause 5.2(1) refers to a shower entry being 'hobless' and 'step-free' because those two terms have different meanings. A shower where the floor within the shower compartment is level with the floor adjacent to its entry would be 'step-free' but could still have a hob. Conversely, a shower with a step-down into the shower recess does not have a 'hob' (i.e. 'hobless'), but would not be 'step-free'. Therefore, to achieve the intent of Clause 5.2(1), it is necessary to specify that the shower is both 'hobless' and 'step-free'.

Information: Waterproofing

AS 3740 and Part 10.2 of the ABCB Housing Provisions include specific requirements for waterproofing a hobless, step-free shower area. Both are referenced in the NCC *Deemed-to-Satisfy Provisions* for general waterproofing of *wet areas* (note that Part 10.2 of the ABCB Housing Provisions only applies to Class 1 and 10 buildings).

Part 6 Reinforcement of bathroom and sanitary compartment walls

6.1 Location

- (1) Reinforcing in accordance with Clause 6.2 must be provided to any—
 - (a) *sanitary compartment* that is subject to Part 4; and
 - (b) bathroom containing a—
 - (i) shower that is subject to Part 5; or
 - (ii) bath (if provided), other than a freestanding bath where the bath is located in a room that also contains a shower that is subject to Part 5.
- (2) The requirements of (1) need not be complied with if the walls of the room are constructed of concrete, masonry or another material capable of supporting grabrails without additional reinforcement.
- (3) Where the wall supporting the reinforcement includes a cavity slider, it must be designed and constructed in way to support loads imposed by reinforcement, linings and the future provision of handrails and provided for the extent *required* by Figures 6.2a, 6.2b, 6.2c, 6.2d, 6.2e, 6.2f and 6.2g.

Information: Intent of Part 6

The intent of this Part is to ensure that walls adjacent to toilet pans, showers and baths provide a fixing surface able to support the future installation of grabrails, if needed. This Part does not require the installation of grabrails at the time of construction.

A freestanding bath is excluded from Clause 6.1(1)(b)(ii) because it does not have any adjoining walls to which grabrails could be fixed.

A bath with only one adjoining wall need only have reinforcing provided in the adjoining wall (unless exempted by Clause 6.1(2)). Care is required when locating a cavity sliding door adjacent to a fixture which requires reinforcement to 6.1(1) as the framing that surrounds the cavity into which the door retracts demands careful consideration of fixings and members that will safely support a grabrail and not impede the operation of the door.

Information: Non-combustibility of walls

Where noggings are *required* to achieve compliance with this Part, provided they do not extend further than necessary, these noggings may be installed within an *external wall* that is *required* to be *non-combustible* under C2D10(4)(i)(ii) of NCC Volume One.

6.2 Construction

- (1) Reinforcing constructed in accordance with the requirements of (3) must be provided in the locations depicted in—
 - (a) Figures 6.2a or 6.2b for walls surrounding a bath; and
 - (b) Figures 6.2c or 6.2d for shower walls; and
 - (c) Figure 6.2e for a wall adjacent to and within 460 mm of the centreline of a toilet pan; and
 - (d) Figures 6.2f or 6.2g for a wall behind a toilet pan where a wall described in (c) is not provided or a window sill or a door encroaches on the area *required* to be provided with reinforcing or where the toilet pan is not provided in a corner of the bathroom.
- (2) Reinforcing need only be provided across the available width of the wall where a wall referred to in (1)(a) or (b)—
 - (a) is narrower than the width of the area *required* to be provided with reinforcing; or
 - (b) terminates at a window sill lower than the height or the area required to be provided with reinforcing.
- (3) Reinforcing required by (1) must be constructed using one of the following materials:
 - (a) A minimum of 12 mm thick structural grade plywood, or similar.
 - (b) Timber noggings with a minimum thickness of 25 mm.

Client

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Job

New Residential Home & Shed

Job address

8 Pinto Close,
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Drawing

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DWG: 14 of 16
Date: 31 March 2026
Job No: 2025-51

Livable Housing Part 5-6



Sorell Council

Development Application: 5.2026.101.1 -
Development Application - 8 Pinto Close,
Orielton P1.pdf
Plans Reference: P1
Date Received: 31/03/2026

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Builders, Tradesmen, Sub-contractors and Prefabricators to verify all dimensions and levels prior to commencing any building works. Use written dimensions only. Do not scale from drawings.

(c) Light gauge steel framing noggings or metal plate in accordance with the NASH Standard.

Figure 6.2a: Location of noggings for walls surrounding a bath

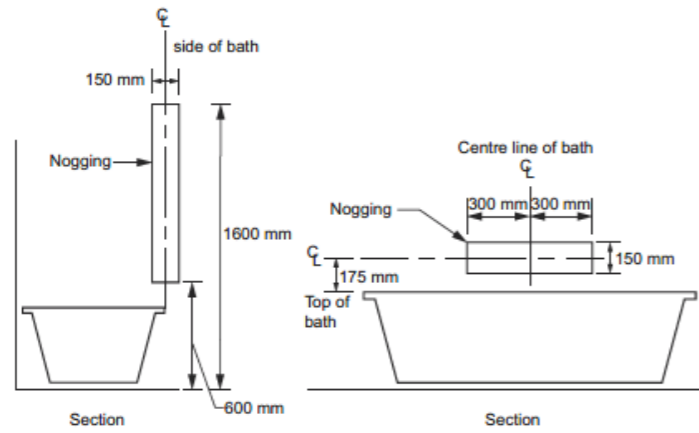


Figure Notes

- (1) Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.
- (2) Where the height of the bathtub is not yet known, an assumed height of 500 mm above finished floor level may be used to determine the location of wall reinforcing.

Figure 6.2b: Location of sheeting for walls surrounding a bath

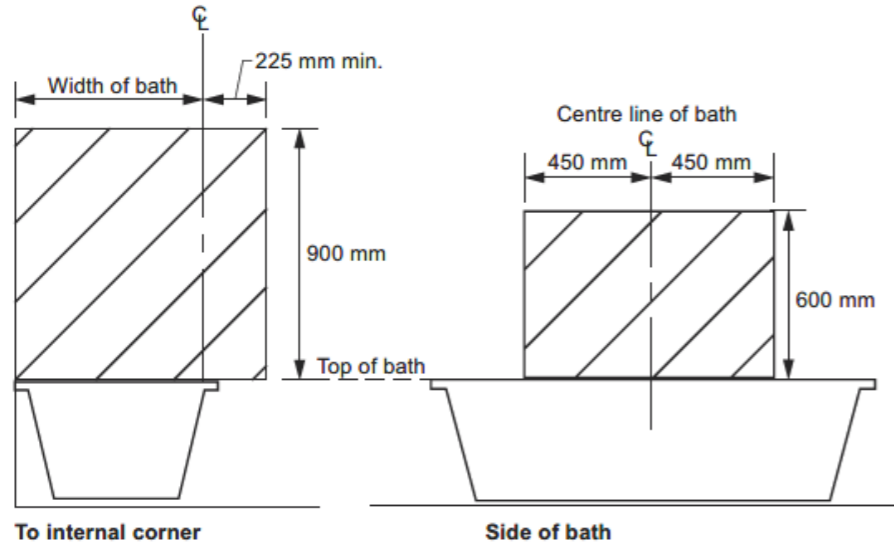


Figure Notes

- (1) Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.

(2) Where the height of the bath tub is not yet known, an assumed height of 500 mm above finished floor level may be used to determine the location of wall reinforcing.

Figure 6.2c: Location of noggings for shower walls

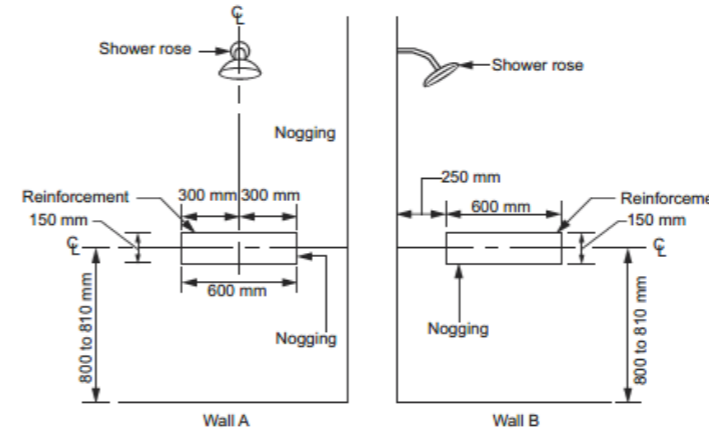


Figure Notes

Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.

Figure 6.2d: Location of sheeting for shower walls

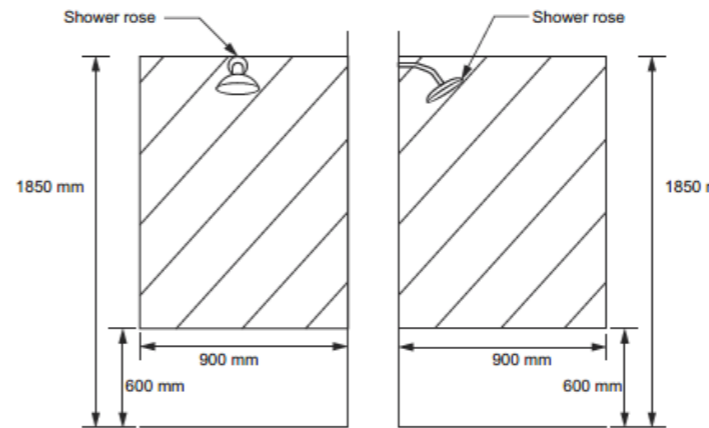


Figure Notes

Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.

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Date: 31 March 2026
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Livable Housing Part 6

Sorell Council
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(2) Where the height of the bath tub is not yet known, an assumed height of 500 mm above finished floor level may be used to determine the location of wall reinforcing.

Figure 6.2c: Location of noggings for shower walls

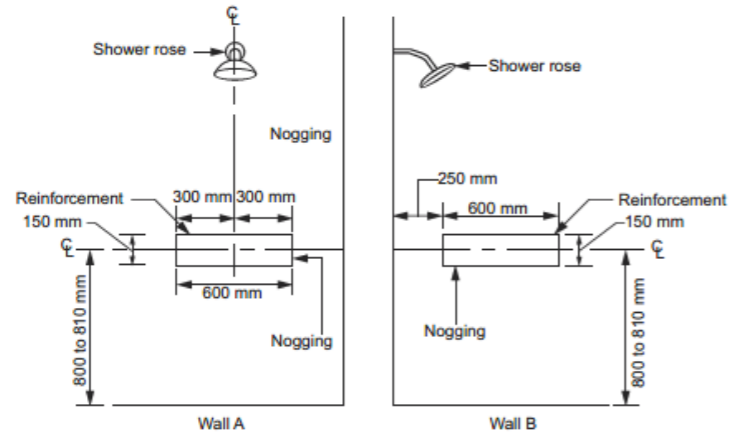


Figure Notes

Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.

Figure 6.2d: Location of sheeting for shower walls

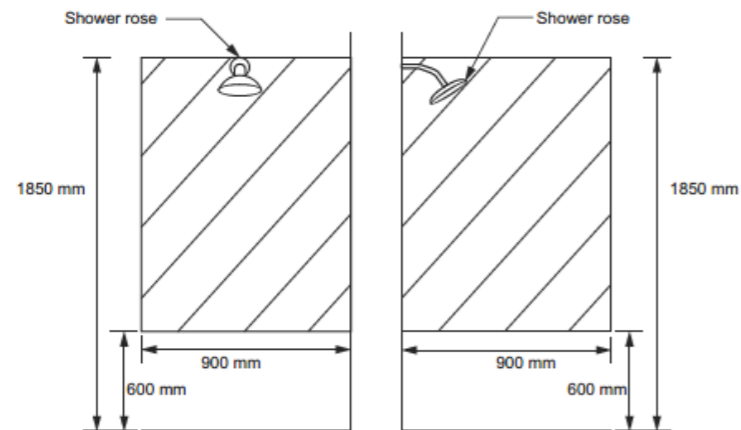


Figure Notes

Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.

Figure 6.2e: Minimum extent of sheeting for wall adjacent to a toilet pan

Minimum extent of structural sheeting clear of any door frame, window frame or wall opening

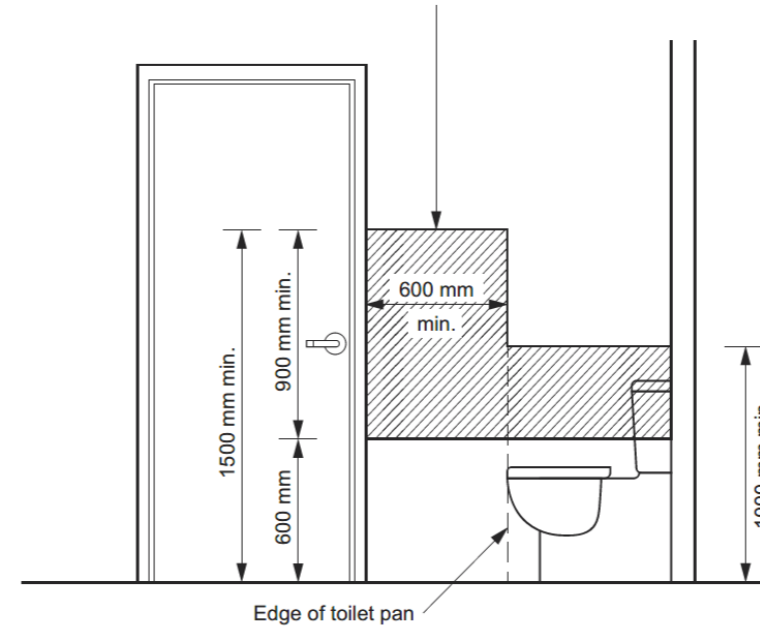


Figure 6.2f: Location of noggings for a wall behind a toilet pan

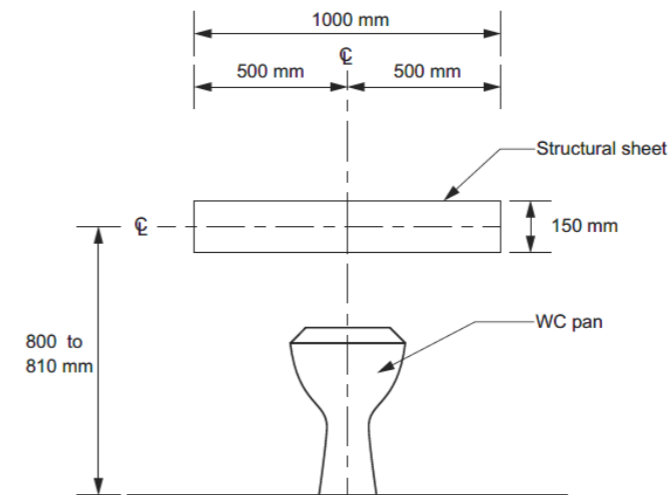
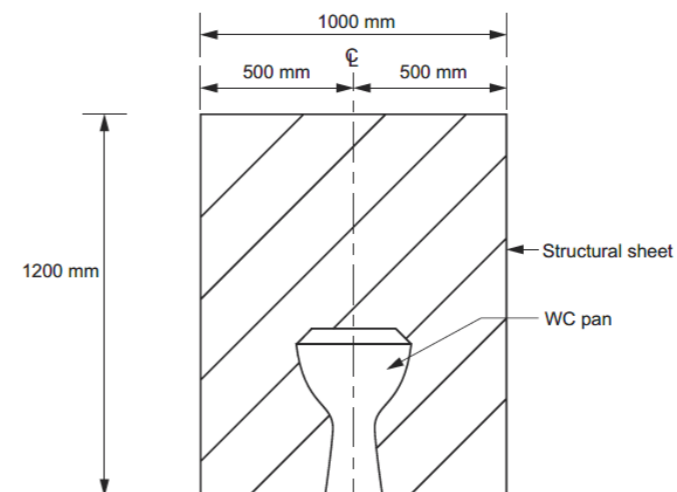


Figure 6.2g: Location of sheeting for a wall behind a toilet pan



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