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PART 1: PRELIMINARY

INTERPRETATION

1. In this Contract, unless the context otherwise requires:
 - 1.1. “Contract” means the agreement between the Contractor and the Owner, including these terms, any Special Conditions, and any agreed variations.
 - 1.2. “Contractor” means House Transporters Ltd 2019.
 - 1.3. “Owner” means the person or entity entering into this Contract with the Contractor.
 - 1.4. “Special Conditions” means any additional terms agreed in writing that supplement or vary these terms.
 - 1.5. “Building” means the structure(s) to be relocated under this Contract.
 - 1.6. “Works” means the work to be carried out by the Contractor under this Contract, as described in Part Three and any agreed variations.
 - 1.7. “Originating Site” means the land and immediate surrounding area from which the Building is to be lifted and removed, including any accessways required for the Works.
 - 1.8. “Destination Site” means the land and immediate surrounding area to which the Building is to be delivered and placed, including any accessways required for the Works.
 - 1.9. “Contract Price” means the price agreed for the Works, exclusive of GST unless stated otherwise.
 - 1.10. “Deposit” means the amount payable under clause 19.
 - 1.11. “Variation” means any change to the scope of Works agreed in writing by both parties.
 - 1.12. “Working Day” means any day other than a Saturday, Sunday, or public holiday in New Zealand.
2. References to:
 - 2.1.1. the singular include the plural and vice versa; and
 - 2.1.2. any obligation not to do something includes an obligation not to permit or allow it to be done.
3. The word “including” does not imply any limitation.

PART 2: OWNER RESPONSIBILITIES

OWNER RESPONSIBILITIES

4. The Owner must, at the Owner's cost:

CONSENTS AND PLANNING

- 4.1. **PERMITS AND CONSENTS:** Obtain all necessary council permits and consents and provide the Contractor with Council-stamped plans prior to commencement of work. If the stamped plans differ from those provided for quotation purposes, the Contractor may amend the estimate accordingly.
- 4.2. **FOUNDATION AND SITE PLANS:** Provide the Contractor with the foundation and site plans at least 15 days prior to the scheduled move date. Any delay in providing these documents may result in additional costs.
- 4.3. **COUNCIL FEES AND BONDS:** Pay all required footpath bonds, demolition permit fees, and accept liability for any associated damage.

SITE PREPARATION AND ACCESS

- 4.4. **SITE PREPARATION:** Ensure that both the Originating Site and Destination Site are adequately prepared for the move. This may include (without limitation) removing any trees, gardens, steps, paths, concrete, baseboards, and asbestos that may impede the Works.
- 4.5. **ACCESS:** Provide safe, convenient, and unobstructed access to both sites, suitable for a loaded house transporter.
- 4.6. **SITE CLEARANCE (ORIGINATING SITE):** Clear all foundation debris and rubbish from the Originating Site.
- 4.7. **SECURITY FENCING:** Provide any required security fencing at both the Originating Site and the Destination Site.

SERVICES AND PHYSICAL CONDITIONS

- 4.8. **SERVICES:** Arrange for the disconnection and/or reconnection of all building services at both the Originating Site and Destination Site, including (but not limited to) electricity, telephone, sewer, gas, water, and septic systems.
- 4.9. **UNDERGROUND SERVICES:** Identify and notify the Contractor of the location of all underground services at both the Originating Site and Destination Site.
- 4.10. **HAZARDOUS MATERIALS AND SITE CONDITIONS:** Notify the Contractor of any known hazardous materials, contamination, underground tanks, buried structures, or other site hazards at the Originating Site or Destination Site that may affect the Works. The Owner is responsible for any additional costs, delays, or risks arising from such conditions.
- 4.11. **SURVEY AND POSITIONING:** Ensure that a qualified surveyor marks the Destination Site with pegs clearly indicating the final position of the Building as per Council-stamped plans.
- 4.12. **FINISHED FLOOR LEVEL:** Ensure that the finished floor level is clearly marked prior to delivery. If the site is not properly marked, the Contractor accepts no responsibility for the final position of the Building and any additional time will be charged.

SPECIAL REQUIREMENTS AND MATERIALS

- 4.13. **ASBESTOS:** Ensure that any asbestos is removed by a certified asbestos removalist.
- 4.14. **TARPAULINS:** Provide suitable tarpaulins where the roof is required to be lowered or the Building is to be split for transportation.

POST-RELOCATION RESPONSIBILITIES

- 4.15. Undertake all work required to the Building following relocation, including (without limitation):
- 4.15.1. deck work (including deck piles);
 - 4.15.2. ensuring the Building remains weatherproof;

- 4.15.3.internal and external finishing work resulting from movement or minor racking during relocation;
- 4.15.4.repair of any damage to internal fittings;
- 4.15.5.rejoining work (including roofs and chimney openings);
- 4.15.6.finishing of all cut lines; and
- 4.15.7.installation of any required bracing, including braced pile fixings.

INSURANCE

- 4.16. Maintain adequate insurance cover for the Building at all times, including while it is being lifted, loaded, transported, and placed onto new foundations. It is noted that specific dwelling-in-transit insurance may be required during relocation of the Building.
 - 4.17. The Contractor does not insure the Building unless expressly agreed in writing.
5. The Owner is responsible for any additional costs arising from failure to comply with clause 4.

PART 3: CONTRACTOR OBLIGATIONS AND SCOPE OF WORK

SCOPE OF WORKS

6. The Contractor will use reasonable care and skill to complete the following Works:
 - 6.1. **PREPARATION AT ORIGINATING SITE:** Untie the Building from its existing foundation, prepare it for relocation, and, where necessary, cut or separate the Building to facilitate transport.
 - 6.2. **LIFTING AND TRANSPORTATION:** Lift and load the Building onto a transporter and transport it to the Destination Site.
 - 6.3. **POSITIONING:** Position the Building in accordance with the four corner pegs set out by the Owner's surveyor at the Destination Site.
 - 6.4. **PILES AND MATERIALS:** Supply and install timber piles, ready-mix concrete, and stainless-steel fixings at the Destination Site, in accordance with the Contract and any approved plans.
 - 6.5. **RE-ERECTION:** Place and re-erect the Building onto the new timber piles at the Destination Site.
 - 6.6. **SECURING THE BUILDING:** Secure the Building to the piles at the Destination Site. Any securing work (including anchor piles and ordinary pile fixings) not expressly included in the Contract Price will be charged as an additional cost.

LIMITATION ON SCOPE

7. The Contractor's obligations are limited to the Works expressly described above and any Special Conditions agreed.
8. Any work not expressly included in clause 6 is not included in the Contract Price unless agreed as a variation.

SPECIFIC SCOPE EXCLUSIONS AND LIMITATIONS

9. **PILES:** The Contract Price includes installation of piles up to 1200mm in length. Unless otherwise specified in the Special Conditions, the use of piles exceeding 1200mm in length will incur additional charges.
10. **BEARERS:** The Contract Price does not include the provision or installation of new bearers unless expressly stated in the Special Conditions.

11. **FOUNDATION BRACING:** The Contract does not include foundation bracing. The Owner is responsible for supplying and installing all necessary bracing and braced pile fixings.

PUBLIC LIABILITY INSURANCE

12. The Contractor will maintain public liability insurance with a maximum coverage of \$1,000,000.

PART 4: QUOTES AND PAYMENT

QUOTATIONS AND ESTIMATES

13. Any quotation provided by the Contractor is an initial estimate only and is not binding on the Contractor unless expressly stated otherwise in writing.
14. The Owner acknowledges that any quotation is an estimate only and may change in accordance with this Contract.
15. A quotation is based on the information available at the time it is prepared, including (without limitation) preliminary plans, site conditions, and assumptions as to access and ground conditions.
16. The Contractor may also revise the quotation if further information becomes available, including (without limitation) final Council-stamped plans, engineering specifications, or changes to site conditions.
17. Without limitation, any pricing relating to foundations, piling, or site preparation is indicative only and is subject to adjustment once final plans and specifications have been received and reviewed by the Contractor.
18. Any revised pricing provided by the Contractor following receipt of final plans or further information forms the Contract Price.

DEPOSIT

19. The Owner must pay a deposit in the amount specified in the quotation or otherwise notified by the Contractor (Deposit).
20. The Deposit is due on acceptance of this Contract or by the date specified by the Contractor, whichever is earlier.
21. The Deposit is paid to secure the Contractor's availability and to cover initial costs and commitments.
22. The Contractor is not required to commence or schedule the Works until the Deposit has been paid in full.

23. Unless otherwise agreed in writing, the Deposit is non-refundable once paid, except to the extent required by law.

ADDITIONAL CHARGES

24. In addition to the Contract Price, the Owner must pay any additional costs reasonably incurred by the Contractor as a result of matters outside the Contractor's control or not included in the agreed scope of the Works.

25. The Contractor will notify the Owner of any additional charges as soon as reasonably practicable.

26. Without limitation, additional charges may include:

- 26.1. high-load escort fees;
- 26.2. additional piling requirements, including piles exceeding 1200mm in length or arising from ground conditions;
- 26.3. delays caused by weather, site conditions, or the Owner's acts or omissions;
- 26.4. inadequate or unsafe access to either the Originating Site or Destination Site;
- 26.5. standby time, rescheduling, or aborted moves;
- 26.6. changes to plans, engineering requirements, or council requirements;
- 26.7. unforeseen site conditions, including underground services or obstructions; and
- 26.8. any work required that is outside the agreed scope of the Works.

BALANCE

27. The outstanding balance of the Contract Price is due within seven (7) days after completion of the Works.

NON-PAYMENT

28. Interest accrues on any overdue amount from the due date until payment, at a rate of 2.5% per month, calculated daily.

29. The Owner must pay all costs incurred by the Contractor in recovering that amount, including legal costs on a solicitor-client basis and any collection agency fees.

30. The Contractor's rights under this Part are cumulative and may be exercised concurrently.

31. The Owner must pay all amounts due under this Contract in full without any set-off, counterclaim, or deduction.

PART 5: RISK AND LIABILITY

RISK OF LOSS AND DAMAGE

32. The Owner accepts all risk of loss or damage arising from, without limitation, the following factors, whether such matters were known or reasonably discoverable:

- 32.1. adverse weather conditions;
- 32.2. pre-existing or latent defects in the Building;
- 32.3. structural weaknesses (including borer infestation or dry rot);
- 32.4. concealed imperfections; and
- 32.5. any event outside the Contractor's direct control.

DELAY AND PROGRAMME RISK

33. The Contractor is not liable for any delay caused by:

- 33.1. weather conditions;
- 33.2. site conditions;
- 33.3. regulatory or council requirements;
- 33.4. the Owner's acts or omissions; or
- 33.5. any event beyond the Contractor's reasonable control.

FIXTURES TRANSPORTED AT OWNER'S RISK

34. All internal and external fixtures attached to the Building during relocation are transported at the Owner's risk, including (without limitation) waste pipes, toilet pans, hot water cylinders, and downpipes.

DAMAGE TO ACCESSWAYS AND SURFACES

35. The Owner accepts the risk of any loss or damage to driveways, paths, accessways, lawns, landscaped areas, or other surfaces arising from or in connection with the performance of the Works, including (without limitation) damage caused by the weight, movement, or operation of transport or lifting equipment.

36. Unless expressly agreed in writing, the Contractor is not responsible for the repair, reinstatement, or replacement of any such surfaces where damage arises due to:

- 36.1. ground or subsurface conditions;
- 36.2. restricted, difficult, or unsuitable access; or
- 36.3. the ordinary use of heavy equipment required to carry out the Works.

NO GUARANTEE AS TO CONDITION OF BUILDING

37. The Contractor does not guarantee that the Building will be free from distortion, cracking, or movement arising from the relocation process.

FOUNDATION AND POSITION DISCLAIMER

38. Where a Building resting on an uneven foundation is levelled and placed on a new foundation, the Contractor gives no warranty (express or implied) as to the final level, alignment, or position of the Building.

DAMAGE CLAIMS

- 39. The Owner must notify the Contractor in writing of any apparent damage within five Working Days after the Building is placed on its new foundations.
- 40. If the Owner fails to give such notice, the Owner may not make a claim in respect of that damage, to the extent permitted by law.
- 41. Clause 40 does not apply to damage that could not reasonably have been discovered within that period, provided that notice is given promptly after discovery.
- 42. The Owner acknowledges that relocation of a Building may result in movement, cracking, or minor damage, and the Contractor is not liable for such effects where they arise as a natural consequence of the relocation process.

LIMITATION OF LIABILITY

- 43. The Contractor is not liable for any delay or failure to perform its obligations where such delay or failure is due to events beyond its reasonable control, including (without limitation) weather conditions, road closures, regulatory restrictions, war, terrorism, labour shortages, or acts of third parties.
- 44. If circumstances beyond the Contractor's control prevent the placement of the Building on its intended new foundation, requiring temporary placement on blocks or retention on the transportation unit:
 - 44.1. the Contractor is not liable for any loss or damage arising from those circumstances; and
 - 44.2. additional costs incurred are payable by the Owner.
- 45. To the maximum extent permitted by law, the Contractor's total liability arising under or in connection with this Contract is limited to the lesser of:
 - 45.1. the Contract Price; or
 - 45.2. the amount recoverable under the Contractor's insurance.

FORCE MAJEURE

- 46. A party is not liable for any failure or delay in performing its obligations under this Contract to the extent that the failure or delay is caused by an event beyond its reasonable control.

47. The affected party must notify the other party as soon as reasonably practicable and take reasonable steps to mitigate the effects of the event.

CONSUMER GUARANTEES ACT

48. Nothing in this Contract limits or excludes any rights the Owner may have under the Consumer Guarantees Act 1993.

CUMULATIVE OPERATION OF CLAUSES

49. The provisions of this Part are cumulative and apply in addition to any other rights or limitations under this Contract.

PART 6: OPERATIONS

PROGRAMME AND TIMING

50. Any dates provided by the Contractor are estimates only and are subject to change.
51. Time is not of the essence in relation to the performance of the Works.
52. The Contractor will endeavour to carry out the Works in accordance with any agreed programme. However, certain aspects of the Works are weather-dependent and may be rescheduled at the Contractor's discretion.

ACCESS AND SITE CONDITIONS

53. The Owner must provide safe, suitable, and unobstructed access to both the Originating Site and Destination Site at all relevant times.
54. Access must be suitable for heavy transport equipment, including a loaded house transporter.
55. If access is inadequate or unsafe, the Contractor may delay, suspend, or refuse to proceed until the issue is remedied.
56. The Owner is responsible for any additional costs arising from inadequate or unsafe access.

SITE READINESS

57. The Owner must ensure that both sites are properly prepared prior to the scheduled relocation. Without limitation, this includes:
- 57.1. removal of obstacles;
 - 57.2. completion of required demolition or clearing work;
 - 57.3. readiness of foundations; and
 - 57.4. compliance with all relevant plans and consents.
58. If the site is not ready, the Contractor may delay or reschedule the Works, and the Owner is responsible for any resulting costs.

59. If the Works are delayed after the Building has been lifted, transported, or is otherwise in the Contractor's possession due to any act or omission of the Owner or any other circumstance outside the Contractor's control, the Contractor may:
- 59.1. store, hold, or retain the Building at the Owner's risk; and
 - 59.2. recover all reasonable costs associated with such storage, handling, or delay from the Owner.

OWNER CO-OPERATION AND AVAILABILITY

60. The Owner must co-operate with the Contractor and must be reasonably available to provide instructions, approvals, and decisions as required for the performance of the Contractor's obligations.
61. If the Owner fails to comply with these obligations, the Contractor is not responsible for any resulting delay, increased costs, or inability to perform the Works.

VARIATIONS

62. The Contractor is not required to carry out any work that is outside the agreed scope of the Works.
63. If the Contractor carries out work at the Owner's request that is outside the agreed scope, the Owner must pay the Contractor's reasonable charges for that work.
64. Any variation to this Contract must be agreed in writing and signed by both parties before any additional or changed work is done.

SUSPENSION OF WORKS

65. The Contractor may suspend the Works if:
- 65.1. the Owner is in breach of this Contract;
 - 65.2. the site is unsafe or not ready; or
 - 65.3. circumstances arise that prevent safe or efficient performance.
66. The Contractor is not liable for any delay resulting from suspension.
67. The Owner is responsible for any additional costs arising from suspension.

CANCELLATION OF WORKS

68. The Contractor may terminate this Contract by written notice if the Owner:

- 68.1. fails to make any payment when due;
- 68.2. commits a material breach and does not remedy it within a reasonable time; or
- 68.3. prevents or materially delays the performance of the Works.

69. On termination, the Owner must pay the Contractor for all Works carried out and costs incurred up to the date of termination.

HEALTH AND SAFETY

70. The Contractor is responsible for managing health and safety in relation to the Works.

71. The Owner must comply with all reasonable health and safety requirements notified by the Contractor.

72. The Owner must ensure that no person interferes with or obstructs the Works.

COMPLETION

73. The Works are complete when the Building has been positioned on the new foundations at the Destination Site in accordance with this Contract.

74. Any further work required after relocation (including finishing or remedial work) is the Owner's responsibility unless expressly agreed otherwise.

PHOTOS

75. The Contractor may photograph the Building, accessways, and surrounding areas before, during, and after the Works for record-keeping and evidential purposes.

PART 7: GENERAL

HEADINGS

76. Headings are for convenience only and do not affect the interpretation of this Contract.

ASSIGNMENT AND SUBCONTRACTING

77. The Owner may not assign, transfer, or otherwise dispose of any of its rights or obligations under this Contract without the prior written consent of the Contractor.

78. The Contractor may assign or subcontract its rights and obligations under this Contract, provided that it remains responsible for the performance of the Works. To avoid doubt, this means that the Contractor may engage subcontractors to perform any part of the Works but remains responsible for the acts and omissions of its subcontractors as if they were its own.

ENTIRE AGREEMENT

79. This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to its subject matter.

80. The Owner acknowledges that it has not relied on any representation or statement not expressly set out in this Contract.

81. Each party must do all things reasonably required to give effect to this Contract.

NOTICES

82. Any notice under this Contract must be in writing and may be delivered by hand, sent by post, or sent by email to the recipient's last known address or email address.

83. A notice is deemed received:

- 83.1. if delivered by hand, at the time of delivery;
- 83.2. if sent by post, three Working Days after posting; and

83.3. if sent by email, at the time of transmission, provided no delivery failure notification is received.

WAIVER

84. A waiver of any breach of this Contract is not effective unless in writing.

85. Failure or delay in exercising any right is not a waiver of that right.

86. A waiver of a particular breach is not a waiver of any other breach.

SEVERABILITY

87. If any provision of this Contract is held to be invalid, illegal, or unenforceable, that provision must be severed and the remainder of the Contract continues in full force and effect.

DISPUTE RESOLUTION

88. If a dispute arises under or in connection with this Contract, the parties must first attempt to resolve the dispute through good faith negotiations.

89. If the dispute is not resolved within 10 Working Days, either party may refer the dispute to mediation.

90. If the dispute is not resolved by mediation, either party may commence court proceedings.

GOVERNING LAW

91. This Contract is governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand.

COUNTERPARTS AND ELECTRONIC EXECUTION

92. This Contract may be executed in counterparts, each of which constitutes an original, and all of which together constitute one agreement.

93. This Contract may be executed and delivered electronically, including by email or electronic signing platform.

AGREEMENT AND ACKNOWLEDGEMENT

94. The Owner acknowledges that they have received, read, and understood the Client Summary and the Contract, and have had the opportunity to seek independent advice before signing.

SIGNED by the Owner:

Signature

Full Name

Date

SIGNED for and on behalf of the Contractor (House Transporters Ltd 2019):

Authorised Signatory

Full Name

Position

Date