

**APPLICATION TO USE
THE BUILDSAFE[®] SECURITY OF PAYMENT SCHEME**

*****Please ensure that you have read the BUILDSAFE[®] Terms and Conditions carefully before completing this Application Form. Please ensure that you read the Guide to completing this Application Form (to be found at the end of this form) carefully and that you complete all relevant sections of this Application Form and all details provided are correct*****

1. OWNER/PRINCIPAL'S DETAILS

Name of Owner/Principal:

Contact Person/Representative:

Physical Address:

Postal Address:

Ph: Mobile:

Fax:

Designated Email:

2. CONTRACTOR'S DETAILS

Name of Contractor:

Contact Person/Representative:

Physical Address:

Postal Address:

Ph: Mobile:

Fax:

Designated Email:

3. PROJECT DETAILS

Site Address

City:

Description of Building Work:

Anticipated Start Date:

Contract Duration:

Anticipated Completion date:

Contract Price:

4. SECURITY AMOUNT AND ADMINISTRATION FEE

(Please enter the Security Amount in either (a) or (b) below)

(a) BUILDSAFE® Recommended Security Amount:

(b) Alternative (agreed) Security Amount:

BUILDSAFE® Registration and Administration Fee:

Who will pay the BUILDSAFE® Fee? *(Please select one of the options below)*

(a) Owner/Principal

(b) Contractor

(c) Equal Contributions

Contractor's Designated Bank Account into which BUILDSAFE® shall pay the Security Amount pursuant to its obligations under the Scheme:

5. CONDITIONS OF CONTRACT/AGREEMENT FOR SALE

Please select one of the options below:

The Owner/Principal and the Contractor have signed formal Conditions of Contract/Agreement for Sale

OR

The Owner/Principal and the Contractor have not signed formal Conditions of Contract/Agreement for Sale. Please provide us with the BuildRight® Conditions of Contract for use on this project.

I confirm that I am authorised to make this application and I confirm that the information that I have provided in support of this application is to the best of my knowledge, correct in all respects.

I confirm that I have read and understood the BUILDSAFE® Terms and Conditions, that I have no further questions and the applicant accepts and agrees to be bound by the BUILDSAFE® Terms and Conditions.

Full Name:

Role/Position:

Signed:

Date:

(Please now return this completed form to BUILDSAFE® by email to info@builidsafesecurity.co.nz using the subject heading “new application” or alternatively by Post to PO Box 911526 Victoria Street West Auckland 1142)

GUIDE TO COMPLETING THE BUILDSAFE® SECURITY OF PAYMENT SCHEME APPLICATION FORM

This Guide has been prepared for the purpose of assisting parties to construction contracts, or their advisers, to complete the Application form. Please ensure that you have read and understood the BUILDSAFE® Terms and Conditions which can be found on the Website. If you have any questions, please do not hesitate to contact us for assistance.

1.0 OWNER/PRINCIPAL'S DETAILS

The Owner/Principal is the party to the construction contract who authorises and employs the Contractor to undertake the relevant Contract Works. If the Owner/Principal is more than one person, i.e. a husband and wife or a partnership, please provide the full names of each person. In the case of a Trust, please provide the full names of each of the trustees. In the case of a limited liability company please provide the name of the company as it appears on the Companies Office records.

Designated Email

Means the email address that the Owner/Principal consents to being used for the purpose of giving, and being given, all notices, communications and documents required to be served under the Scheme or the Construction Contracts Act 2002 (or any Regulation made thereunder).

2.0 CONTRACTOR'S DETAILS

The Contractor is the party to the construction contract who is authorised and employed by the Owner/Principal to undertake the relevant Contract Works. If the Contractor is more than one person, i.e. a husband and wife or a partnership, please provide the full names of each person. In the case of a Trust, please provide the full names of each of the trustees. In the case of a limited liability company please provide the name of the company as it appears on the Companies Office records.

Designated Email

Means the email address that the Contractor consents to being used for the purpose of giving, and being given, all notices, communications and documents required to be served under the Scheme or the Construction Contracts Act 2002 (or any Regulation made thereunder).

3.0 PROJECT DETAILS

Please complete each box in this section.

Description of Building Work

Please provide a brief description of the proposed building work i.e. new dwelling, alterations to existing dwelling, new deck, new kitchen, re-paint etc.

Anticipated Start Date/Contract Duration/Anticipated Completion Date

These dates are important. Without fixing these dates and carefully programming the building works from the outset, building contracts tend to proceed unplanned and lead to frustration, disappointment, unnecessary delays and of course the inevitable disputes. Sometimes the start date may be uncertain for various reasons (you may be waiting for consents or finance), but nonetheless, the Contract Duration (the length of time that the work is agreed to take) should be established right at the outset to avoid any later misunderstandings.

Contract Price

The Contract Price is the total amount payable under the Construction Contract for carrying out the Contract Works. The amount to be entered is the total value of the work Inclusive of GST.

4.0 SECURITY AMOUNT AND BUILDSAFE® ADMINISTRATION FEE

The Security Amount

The Security Amount is the amount that is payable by you into the BUILDSAFE® Trust Account to initiate the Scheme. The recommended Security Amount can be found by entering the GST Inclusive value of the building work into the Calculator on the 'Fees' page on the Website – If you and the Contractor/Owner/Principal have agreed to use the recommended Security Amount please enter that amount in section (a). Alternatively if you and the Contractor/Owner/Principal have discussed and agreed upon an alternative Security Amount please enter that amount in section (b).

The BUILDSAFE® Registration and Administration Fee - Who will pay?

This is the upfront fee that is payable by the parties to use the BUILDSAFE® Security of Payment Scheme. The fee varies according to the value of the building works and can be found by entering the GST Inclusive value of the building work into the Calculator on the 'Fees' page on the Website.

Please indicate who will pay the BUILDSAFE® fee by selecting one of the three alternatives provided making it clear which option you wish to use.

The fee is generally paid in equal proportions by the Owner/Principal and the Contractor because the service is provided for the equal benefit of both. However, in some cases the fee may be paid entirely by either the Owner/Principal or the Contractor. Whoever pays the fee, it makes absolutely no difference as to how the services are provided and gives no priority whatsoever over how the services are delivered.

Contractor's Designated Bank Account

This is the Contractor's bank account into which BUILDSAFE® will pay the Security Amount by direct credit pursuant to its obligations under the Scheme.

5.0 CONDITIONS OF CONTRACT/AGREEMENT FOR SALE

All persons wishing to use the BUILDSAFE® Service must have signed formal Conditions of Contract or an Agreement for Sale which records the agreement that the parties have made and the parties' rights and obligations under that agreement.

If you have not signed formal Conditions of Contract or an Agreement for Sale which records the agreement that the parties have made and the parties' rights and obligations under that agreement, the BUILDRIGHT® Conditions of Contract BSPCC1:2010 will apply by default to your construction contract as the minimum applicable standard.

The BUILDRIGHT® Conditions of Contract have been drafted in a fair and impartial way and are not weighted in favour of either party.

BUILDSAFE® has prepared two different types of Agreement and Conditions of Contract for Parties to use: BUILDRIGHT® Residential Conditions of Contract (BCC1:2010) which are for use on larger building projects such as a new house or substantial renovation or alteration work; and, BUILDRIGHT® Conditions of Contract for Small Projects (BSPCC1:2010) which are for use on smaller projects where the nature of the work is relatively straightforward such as a deck, an awning, a fence or a new kitchen. We have also prepared back to back Subcontract Conditions of Contract (BSCC1:2010) for use by a Contractor with any Registered Subcontractors.