



New South Wales

Building Services Corporation Amendment Regulation 1997

under the

Home Building Act 1989

His Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Home Building Act 1989*.

Faye Lo Po' MP
Minister for Fair Trading

Explanatory note

The object of this Regulation is to amend the *Building Services Corporation Regulation 1990* as a consequence of the commencement of amendments to the *Building Services Corporation Act 1989* made by the *Building Services Corporation Legislation Amendment Act 1996*. This Regulation commences on the same date as the amending Act.

The amendments to the Regulation set out requirements for private insurance required to be entered into in relation to residential building work, the supply of kit homes and building work done by owner-builders and developers and make other consequential changes, including:

- (a) changing the name of the Regulation to the *Home Building Regulation 1990*, and
- (b) updating references to certain Acts, and
- (c) changing references to the Building Services Corporation (which has been abolished) to references to the Director-General of the Department of Fair Trading, and
- (d) omitting provisions relating to financial requirements for licensees (which are no longer taken into account under the Act), and
- (e) omitting provisions containing the statutory insurance schemes.

1997 No 158

Building Services Corporation Amendment Regulation 1997

Explanatory note

The amending Act removed the existing provisions which established a statutory scheme of insurance for residential building work and the supply of kit homes and replaced it with a requirement for insurance to be obtained in respect of certain building work and the supply of kit homes. The requirements for insurance set out in the proposed amendments include the following matters:

- (a) the persons who may take out the insurance,
- (b) the persons who are to be beneficiaries under the insurance contracts, including persons for whom work is done or to whom kit homes are supplied, and their successors in title, and purchasers of land on which work has been done by owner-builders or developers,
- (c) the losses which must be indemnified, including certain accommodation, removal and storage costs,
- (d) the limits which an insurance contract can place on the insurer's liability under the contract, including (in some circumstances) excluding liability for defects related to faulty designs provided by the person for whom work is done, excluding liability for loss related to fair wear and tear and excluding liability for damage due to or made worse by a beneficiary's failure to take reasonable and timely action to minimise the damage,
- (e) the maximum reduction in the maximum amount of cover for a dwelling if a claim has been paid in respect of common property,
- (f) provision for an increase in the maximum amount of cover (\$200,000) in line with price index rises for building materials,
- (g) when work is taken to be complete for the purposes of determining the period of cover,
- (h) the run off cover to be provided under professional indemnity policies taken out by contractors and suppliers so as to maintain cover for the full period required by the Act,
- (i) setting out the reasonable time within which a claim must be made and setting out the time within which an appeal against a refusal of a claim by an insurer must be made.

The Regulation refers to the *Price Index of Materials Used in House Building, Six State Cities* (as published by the Australian Bureau of Statistics) for the purposes of setting limits as to increases in the maximum cover to be provided under insurance contracts.

This Regulation is made under the *Home Building Act 1989*, including sections 7, 16D, 92 (2), 93 (2), 95 (2), 96 (2), 102, 103, 103B (3), 103C and 140 (the general regulation-making power).

Building Services Corporation Amendment Regulation 1997

1 Name of Regulation

This Regulation is the *Building Services Corporation Amendment Regulation 1997*.

2 Commencement

This Regulation commences on 1 May 1997.

3 Amendment of Building Services Corporation Regulation 1990

The *Building Services Corporation Regulation 1990* is amended as set out in Schedule 1.

4 Notes

The explanatory note does not form part of this Regulation.

Schedule 1 Amendments

(Clause 3)

[1] Clause 1 Name of Regulation

Omit “*Building Services Corporation Regulation 1990*”.
Insert instead “*Home Building Regulation 1990*”.

[2] Clause 3 Definitions

Omit the definition of *insolvent* from clause 3 (1). Insert instead:

insolvent means:

- (a) in relation to an individual, that the individual is insolvent under administration (within the meaning of the *Corporations Law*), or
- (b) in relation to a corporation, that the corporation is an externally-administered body corporate (within the meaning of the *Corporations Law*).

[3] Clause 3 (1), definition of “the Act”

Omit the definition of *the Act*. Insert instead:

the Act means the *Home Building Act 1989*.

[4] Clause 4 “Dwelling”—certain structures and improvements included

Omit “a building approval under Part 11 of the *Local Government Act 1919*” from clause 4 (n).
Insert instead “an approval under the *Local Government Act 1993*”.

[5] Clause 5 “Dwelling”—certain residential buildings and other structures excluded

Omit clause 5 (h). Insert instead:

- (h) a moveable dwelling (with or without a flexible annexe) within the meaning of the *Local Government Act 1993*, that is, or is capable of being, registered under the *Traffic Act 1909* (such as a caravan or a motor home),

[6] Clause 7 “Residential building work”—certain work excluded

Omit clause 7 (1) (b)–(d). Insert instead:

- (b) any work (other than specialist work) involved in the manufacturing of moveable dwellings, within the meaning of the *Local Government Act 1993* (other than moveable dwellings that are manufactured homes, within the meaning of that Act),
- (c) any work (other than specialist work) involved in the site preparation for, or the assembling or erection on site of, moveable dwellings excluded by paragraph (b), unless the work requires an approval under the *Local Government Act 1993*,
- (d) any work referred to in paragraph (c) done in relation to land on which a council has authorised a moveable dwelling to be placed by issuing a licence under section 289H of the *Local Government Act 1919* or an approval under the *Local Government Act 1993*, whether or not an approval under that Act is also required,

[7] Clause 8 “Relevant law” regulating gasfitting or plumbing work

Omit “*Gas Regulation 1991*” from clause 8 (a).
Insert instead “*Gas Supply Regulation 1991*”.

[8] Clause 8 (b)

Omit the paragraph. Insert instead:

- (b) plumbing work:
 - *Water Board (Corporatisation) Act 1994*
 - *Hunter Water Board (Corporatisation) Act 1991*
 - *Water Supply Authorities Act 1987*
 - *Local Government Act 1993*

[9] Clause 10 Exemptions relating to contracting and advertising

Omit the definition of *exempt corporation* from clause 10 (1).
Insert instead:

exempt corporation means:

- (a) a council or county council, within the meaning of the *Local Government Act 1993*, or
- (b) a corporation (not being a company, within the meaning of the *Corporations Law*) that is constituted by or under an Act but is not subject to control pursuant to the *Co-operation Act 1923*, the *Associations Incorporation Act 1984* or the *Financial Institutions (New South Wales) Act 1992*.

[10] Clause 11 Exemptions from requirements for contracts

Omit “section 6 of the Act (contracts to be in writing)”.
Insert instead “section 7 of the Act (Form of contracts)”.

[11] Clause 12 Exemptions relating to the doing of residential building work

Omit “a building approval under Part 11 of the *Local Government Act 1919*” from clause 12 (a) (i).
Insert instead “an approval under the *Local Government Act 1993*”.

[12] Clause 12 (b)

Omit “Corporation”. Insert instead “Director-General”.

[13] Clause 13 Exemptions relating to the doing of specialist work

Omit “a building approval under Part 11 of the *Local Government Act 1919*” from clause 13 (3) (a).
Insert instead “an approval under the *Local Government Act 1993*”.

[14] Clause 16 Requirements to obtain licences

Omit clause 16 (1) (a) and (b).

[15] Clause 16 (2), (4) and (6)

Omit “Corporation” wherever occurring.
Insert instead “Director-General”.

[16] Clause 16 (4) (b)

Omit “its”.

[17] Clause 16 (5)

Omit “Corporation’s”. Insert instead “Director-General’s”.

[18] Clause 17 Requirements to obtain certificates

Omit “Corporation” wherever occurring.
Insert instead “Director-General”.

[19] Clause 18 Provisional authorities

Omit “Corporation” wherever occurring.
Insert instead “Director-General”.

[20] Clause 19 Examination fees

Omit “Corporation”. Insert instead “Director-General”.

[21] Clause 19

Omit “by or on its behalf”.
Insert instead “by or on behalf of the Director-General”.

[22] Clause 20 Owner-builder permits

Omit “Corporation” from clause 20 (3).
Insert instead “Director-General”.

[23] Clause 21 Conditions of authorities

Omit “Corporation” wherever occurring (except in the heading to subclause (5)).
Insert instead “Director-General”.

1997 No 158

Building Services Corporation Amendment Regulation 1997

Schedule 1 Amendments

[24] Clause 21 (2) (c)

Omit “Corporation’s”. Insert instead “Director-General’s”.

[25] Clause 21 (3) (b), (4) (b), (5) (b) and (c)

Omit the paragraphs and the headings to the paragraphs.

[26] Clause 23 Exemption from requirement to return authority when conditions are imposed

Omit “Corporation”. Insert instead “Director-General”.

[27] Clause 24 Renewal and restoration

Omit “Corporation” from clause 24 (2).
Insert instead “Director-General”.

[28] Clause 25 Duplicates

Omit “Corporation” wherever occurring.
Insert instead “Director-General”.

[29] Clause 26A Refund of fees

Omit “Corporation” wherever occurring.
Insert instead “Director-General”.

[30] Clause 29 Complaints relating to structural defects

Omit the clause.

[31] Part 6

Omit the Part. Insert instead:

Part 6 Insurance requirements

Division 1 Preliminary

31 Definitions

(1) In this Part:

beneficiary means a person entitled to claim a benefit provided under an insurance contract.

common property means:

- (a) common property within the meaning of the *Strata Titles Act 1973* or the *Strata Titles (Leasehold) Act 1986*, or
- (b) association property within the meaning of the *Community Land Development Act 1989*.

contractor means a person required by section 92 of the Act not to enter into a contract to do residential building work unless an insurance contract is in force in relation to the work.

insurance contract means a contract of insurance required to be entered into under Part 6 of the Act.

insurer means the issuer or provider of an insurance contract.

owner-builder work means owner-builder work within the meaning of Division 3 of Part 3 of the Act that involves:

- (a) the construction of a dwelling, or
- (b) the alteration of, or additions to, a dwelling, or
- (c) the construction of an inground swimming pool.

run off cover means a new insurance contract that provides equivalent cover to that provided under an insurance contract.

supplier means a supplier of a kit home required by section 93 of the Act not to enter into a contract to supply a kit home unless an insurance contract is in force relating to the supply.

- (2) In this Part, work is taken not to be completed even though it has not been commenced.

32 Application

- (1) This Part is subject to the conditions of any approval given by the Minister under section 103A of the Act.
- (2) Nothing in this Part affects the requirements of the *Insurance Contracts Act 1984* of the Commonwealth.

Division 2 Insurance contracts generally

33 Persons who may arrange insurance contracts

An insurance contract may be entered into for the purposes of Part 6 of the Act by a contractor or supplier, or by a beneficiary in respect of the work done or kit home supplied, and may be arranged by any such person.

34 Beneficiaries

- (1) An insurance contract must provide that the beneficiaries under the contract are:
 - (a) a person:
 - (i) on whose behalf residential building work covered by the contract is done or is to be done, or
 - (ii) to whom a kit home covered by the contract is supplied or is proposed to be supplied, or
 - (iii) who is a purchaser of land on which owner-builder work, or work required by section 95 or 96 of the Act to be insured, and covered by the contract, is done, or
 - (b) a successor in title to any person referred to in paragraph (a) (i), (ii) or (iii).
- (2) The following persons are not required to be beneficiaries under an insurance contract:
 - (a) a developer who does residential building work,
 - (b) a person who does residential building work other than under a contract,
 - (c) a holder of a licence who or which carried out residential building work,
 - (d) companies related, within the meaning of the *Corporations Law*, to any corporate person referred to in paragraph (a), (b) or (c).
- (3) Nothing in this clause prevents a person referred to in subclause (2) from being a beneficiary under an insurance contract.

(4) For the purposes of this clause, the owner or owners of common property the subject of work referred to in section 95 or 96 of the Act are taken to be purchasers of the land on which the common property is situated.

35 Losses indemnified

(1) An insurance contract must indemnify beneficiaries under the insurance contract for the following losses or damage in respect of residential building work covered by the insurance contract:

- (a) loss or damage resulting from non-completion of the work because of the insolvency or death of the contractor or because, after due search and inquiry, the contractor cannot be found,
- (b) loss or damage arising from a breach of a statutory warranty.

(2) An insurance contract must indemnify beneficiaries under the contract for the following losses or damage in respect of the supply of a kit home the subject of the contract:

- (a) loss or damage resulting from the non-supply of the kit home because of the insolvency or death of the supplier or because, after due search and inquiry, the supplier cannot be found,
- (b) loss or damage resulting from the following events:
 - (i) the materials and components used in the kit home were not good and suitable for the purpose for which they are used,
 - (ii) the design of the kit home was faulty.

(3) Without limiting subclause (1) or (2), an insurance contract must indemnify a beneficiary for the following loss or damage:

- (a) loss or damage resulting from faulty design, where the design was provided by the contractor or supplier, or
- (b) loss or damage resulting from non-completion of the work because of early termination of the contract for the work because of the contractor's or supplier's wrongful failure or refusal to complete the work or supply, or

1997 No 158

Building Services Corporation Amendment Regulation 1997

Schedule 1 Amendments

- (c) the cost of alternative accommodation, removal and storage costs reasonably and necessarily incurred as a result of an event referred to in subclause (1) or (2), or
- (d) loss of deposit or progress payment due to an event referred to in subclause (1) or (2).

(4) The insurance contract must state that the risks indemnified include the acts and omissions of all persons contracted by the contractor, supplier, owner-builder or other person to perform the work resulting in loss or damage of a kind referred to in this clause.

36 Exclusion of amounts of deposit or progress payment

Despite clause 35, an insurance contract may contain a provision that excludes the insurer from liability for the amount of any part of

- (a) a deposit or payment that exceeds the amount specified for such a deposit or payment in section 8 of the Act, or
- (b) a progress payment that exceeds the amount specified for such a payment under any contract related to the work concerned.

37 Limitations on liability and cover

An insurance contract may contain the following limitations on liability under the contract:

- (a) the contract may limit claims that may otherwise arise under the building contract in the nature of liquidated damages for delay or damages for delay provided that any such limitation must not extend to any increase in rectification costs caused by the effluxion of time,
- (b) if the contract is required to be entered into under section 95 of the Act, the contract may provide that the insurer is not liable in respect of any defect that is referred to in any report on the owner-builder work required by the insurer to be obtained before the insurance contract was entered into,

- (c) the contract may exclude a claim for such loss or damage as could be reasonably expected to result from fair wear and tear of the building work covered by the contract or failure by the insured to maintain the building work,
- (d) the contract may exclude a claim in relation to a defect in, or the repair of damage to, structural elements in the non-residential part of a building that supports or gives access to the residential part, unless it is a defect or damage that adversely affects the structure of the residential part or the access to it,
- (e) the contract may exclude a claim in relation to damage caused by the normal drying out of the building work or kit home components concerned, if the damage has occurred despite the contractor or supplier taking all reasonable precautions in allowing for the normal drying out when carrying out the building work, or in preparing the assembly tolerances of the kit home,
- (f) the contract may exclude a claim in relation to damage due to or made worse by the failure of any beneficiary to take reasonable and timely action to minimise the damage,
- (g) the contract may exclude a claim in relation to an appliance or apparatus (such as a dishwasher or air conditioning unit) if the claim is made after the expiry of the manufacturer's warranty period for the appliance or apparatus or, if there is no warranty period, outside the reasonable lifetime of the appliance or apparatus,
- (h) the contract may exclude a claim in relation to damage to work or materials that is made outside the reasonable lifetime of the work or materials or the manufacturer's warranty period for the materials,
- (i) the contract may exclude a claim in relation to a defect due to a faulty design provided by a beneficiary or a previous owner.

38 Amount of cover where one or more dwellings

An insurance contract may provide that the maximum amount of cover otherwise payable under section 102 of the Act or this Regulation, in respect of a dwelling in a building or complex containing more than one dwelling, may be reduced by not more than an amount calculated by dividing the amount of any claim paid by the insurer in relation to common property of the building or complex by the number of dwellings contained in the building or complex.

39 Manner of determining maximum cover

- (1) For the purposes of sections 102 (5) and 103C (2) (g) of the Act, the Minister may from time to time, by notice published in the Gazette, increase the amount of cover that must be provided by an insurance contract. An increase does not take effect until notice of the increase is published in the Gazette.
- (2) Any such increase must not increase the amount by a percentage greater than the percentage increase in the *Price Index of Materials Used in House Building, Six State Cities* (as published by the Australian Bureau of Statistics) since the amount was last increased.
- (3) An insurance contract must provide that the maximum amount of cover payable is to be the amount provided for from time to time by the Act and this Regulation.
- (4) Subclause (3) does not prevent an insurance contract from providing for a maximum amount of cover that exceeds the amount referred to in that subclause.

39A Period of cover

- (1) For the purposes of determining the period of cover to be provided by an insurance contract in relation to residential building work, work is taken to be complete:
 - (a) on the date that the work is completed within the meaning of the contract under which the work was done, or

- (b) if the contract does not provide for when work is completed or there is no contract, on the date of the final inspection of the work by the applicable council, or
- (c) in any other case, on the latest date that the contractor attends the site to complete the work or hand over possession to the owner or if the contractor does not do so, on the latest date the contractor attends the site to carry out work.

(2) For the purposes of determining the period of cover to be provided by an insurance contract in relation to the supply of a kit home, the supply is taken to be complete:

- (a) on the date that the supply is completed within the meaning of the contract under which the kit home is supplied, or
- (b) in any other case, on the latest date that the contractor attends the site to complete the supply or hand over possession to the owner or if the contractor does not do so, on the latest date the contractor attends the site in relation to the supply.

(3) For the purposes of determining the period of cover to be provided by an insurance contract in relation to owner-builder work, the work is taken to be complete:

- (a) on the date of the final inspection of the work by the applicable council, or
- (b) if there is no final inspection by the council, on the date that is 6 months after the issue of the permit for the owner-builder work.

39B Misrepresentation or non-disclosure

An insurance contract must contain a provision to the effect that the insurer is not entitled either to refuse to pay a claim under the contract or to cancel the contract on the ground that the contract was obtained by misrepresentation or non-disclosure by the contractor or supplier or that the policy premium was not paid providing, in the latter case, that a certificate evidencing insurance has been given or the insurer has otherwise accepted cover.

Division 3 Professional indemnity insurance and other similar insurance

39C Period of cover

- (1) An insurance contract that provides professional indemnity insurance or another similar kind of insurance must, in respect of work done by the contractor or supplier covered by the contract, cover claims made within the following periods:
 - (a) in the case of loss arising from non-completion of work—the period of not less than 12 months after the failure to commence, or the cessation of, the work, or
 - (b) in the case of completed work—the period of not less than 7 years after the completion of the work or the supply of the kit home, or the end of the contract relating to the work or supply, whichever is the later.
- (2) An insurance contract that provides professional indemnity insurance or another similar kind of insurance for a contractor or supplier must provide that, unless and until the run off cover is invoked and operative, the contractor or supplier is liable to renew, purchase or otherwise enter into an insurance contract to provide insurance for the purposes of compliance with Part 6 of the Act in relation to any work done or kit home supplied by the contractor or supplier.

39D Run off cover

- (1) An insurance contract that provides professional indemnity insurance or another similar kind of insurance for a contractor or supplier must contain provisions relating to run off cover complying with this clause.
- (2) The insurance contract must provide for run off cover that automatically operates to continue cover available under the contract, in respect of work that was covered by the contract, during the period of insurance required by section 103B of the Act if
 - (a) the contractor or supplier dies, or

- (b) the contractor or supplier becomes insolvent, or
- (c) the contractor or supplier cannot, after due search and inquiry, be found, or
- (d) the contractor's or supplier's licence is cancelled or suspended or otherwise ceases to be in force.

(3) The insurance contract must not contain any requirement that a contractor or supplier or any other person request run off cover or pay any additional premium for any such cover.

(4) The insurance contract must not limit the continuity of run off cover to any time earlier than the earlier of the following:

- (a) the expiry date of the insurance contract, if the insurer ceases to provide insurance for the purposes of Part 6 of the Act, or
- (b) the date when the insurer ceases to trade.

(5) This clause does not apply to an insurance contract that meets the requirements of section 103B (1)–(3) of the Act.

39E Retroactive operation of insurance

(1) An insurance contract that provides professional indemnity insurance or another similar kind of insurance must have a retroactive date, that is a date back to which the cover under the contract extends, that is not later than:

- (a) if the contractor or supplier is a sole practitioner, the date at which the insured first entered into an insurance contract of the kind referred to in this section for the purposes of Part 6 of the Act, or
- (b) if the contractor or supplier is a firm or company, for each principal, partner, director or employee of the firm or company, the date on which the principal, partner, director or employee first entered into any such insurance contract for the purposes of the Act.

1997 No 158

Building Services Corporation Amendment Regulation 1997

Schedule 1 Amendments

- (2) This clause does not apply to an insurance contract that meets the requirements of section 103B (1)–(3) of the Act.

Division 4 Miscellaneous

39F Time limits for notice of loss or damage

- (1) An insurance contract must contain a provision to the effect that the insurer may not reduce its liability under the contract or reduce any amount otherwise payable in respect of a claim merely because of a delay in a claim being notified to the insurer if the claim is notified within the period set out below:
 - (a) except as referred to in paragraph (b), not later than 6 months after the beneficiary first becomes aware, or ought reasonably to be aware, of the fact or circumstance under which the claim arises, or
 - (b) in the case of a fact or circumstance that may give rise to a claim for loss or damage resulting from incomplete work, not later than 12 months after:
 - (i) the contract date, or
 - (ii) the date provided in the contract for commencement of work, or
 - (iii) the date work ceased,whichever is the later.
- (2) Despite subclause (1), an insurance contract may contain a provision extending the time within which notice of a fact or circumstance may be given or enabling the insurer to waive or extend the time within which notice may be given.
- (3) If a beneficiary gives notice of a defect to the insurer, the beneficiary is taken for the purposes of the insurance contract to have given notice of every defect to which the defect is directly or indirectly related, whether or not the claim in respect of the defect that was actually notified has been settled.

39G Refusal of insurance claims

For the purposes of making an appeal against a decision of an insurer, an insurance claim is taken to have been refused if written notice of the insurer's decision is not given to the beneficiary within 60 days of the lodging of the claim with the insurer or within such further time as may be agreed between the beneficiary and the insurer.

39H Insurance appeals

- (1) An appeal against a decision of an insurer that is a building claim made under section 89A of the Act or under the *Consumer Claims Tribunals Act 1987* must be made not later than 30 days after written notice of the decision is given to the beneficiary.
- (2) Nothing in subclause (1) limits the time within which an appeal may be made if a claim is taken to have been refused because of the operation of clause 39G and written notice of a decision has not been given to the insured.

39I Certificates evidencing insurance

- (1) For the purposes of section 92 (2) of the Act, the prescribed form of the certificate of insurance is the form set out in Form 4 in Schedule 1.
- (2) For the purposes of section 93 (2) of the Act, the prescribed form of the certificate of insurance is the form set out in Form 5 in Schedule 1.
- (3) For the purposes of section 95 (2) of the Act, the prescribed form of the certificate of insurance is the form set out in Form 6 in Schedule 1.
- (4) For the purposes of section 96 (2) of the Act, the prescribed form of the certificate of insurance is the form set out in Form 7 in Schedule 1.

39J Access for work

- (1) An insurance contract may require a beneficiary to give access to the relevant property to a contractor or supplier for the purpose of inspection, rectification or completion of work or a kit home.
- (2) Any such requirement is to be subject to the beneficiary's right to refuse access on reasonable grounds.

[32] Clause 40 Register

Omit "Corporation" wherever occurring.
Insert instead "Director-General".

[33] Clause 40 (a) (xii)

Omit "or rectified".

[34] Clause 41 Inspection of register

Omit clause 41 (2). Insert instead:

- (2) The Director-General may, as the Director-General thinks fit, waive the register inspection fee.

[35] Clause 42 Certificate evidence

Omit "General Manager, the Manager Licensing and the Manager Insurance".
Insert instead "Director-General or any officer of the Department of Fair Trading authorised in writing by the Director-General for the purposes of this clause".

[36] Clause 43 Proceedings for offences under other Acts

Omit “Senior Legal Officer and Prosecutions Clerk”.

Insert instead “Director-General or any officer of the Department of Fair Trading authorised in writing by the Director-General for the purposes of this clause”.

[37] Clause 44 Displaying of signs

Omit “a building approval under Part 11 of the *Local Government Act 1919*” from clause 44 (1) (b).

Insert instead “an approval under the *Local Government Act 1993*”.

[38] Clause 44 (3) (b)

Omit “BSC”.

[39] Schedule 1

Omit “*Building Services Corporation Act 1989*” wherever occurring.

Insert instead “*Home Building Act 1989*”.

[40] Schedule 1

Omit “for Building Services Corporation” wherever occurring.

Insert instead “for Director-General, Department of Fair Trading”.

1997 No 158

Building Services Copration Amendment Regulation 1997

Schedule 1 Amendments

[41] Schedule 1, Forms 4, 5, 6 and 7

Omit Forms 4 and 5. Insert instead:

Form 4

HOME BUILDING ACT 1989

Section 92 (2)

Certificate in respect of insurance

CONTRACT WORK

A contract of insurance complying with section 92 of the *Home Building Act 1989* has been issued by:

(insert name of insurer)

in respect of
* *(insert brief description of building work)*

at:
(insert the address or description of the land)

carried out by:
(insert name of contractor)

or

*
(insert name and address of contractor insured and period of insurance)

Subject to the Act and the *Home Building Regulation 1990* and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

Date:
(insert date)

Signed for or on behalf of the insurers:
(insert signature)

* Delete whichever is not applicable.

Form 5

HOME BUILDING ACT 1989

Section 93 (2)

Certificate in respect of insurance

SUPPLY OF KIT HOME

A contract of insurance complying with section 93 of the *Home Building Act 1989* has been issued by:
(insert name of insurer)

in respect of
*
(insert brief description of kit home)

at:
(insert the address or description of the land where kit to be installed)

supplied by:
(insert name of supplier)

or

*
(insert name and address of supplier and period of insurance)

Subject to the Act and the *Home Building Regulation 1990* and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

1997 No 158

Building Services Corporation Amendment Regulation 1997

Schedule 1 Amendments

Date:
(*insert date*)

Signed for or on behalf of the insurers:
(*insert signature*)

* Delete whichever is not applicable.

Form 6
HOME BUILDING ACT 1989
Section 95 (2)
Certificate in respect of insurance
OWNER-BUILDER WORK

A contract of insurance complying with section 95 of the *Home Building Act 1989* has been issued by:
(*insert name of insurer*)

in respect of
(*insert brief description of building work*)

at:
(*insert the address or description of the land*)

carried out by:
(*insert name of owner-builder*)

Subject to the Act and the *Home Building Regulation 1990* and the conditions of the insurance contract, cover will be provided to the immediate successor in title to the owner-builder named above and subsequent successors in title.

Date:
(*insert date*)

Signed for or on behalf of the insurers:
(*insert signature*)

Form 7

HOME BUILDING ACT 1989

Section 96 (2)

Certificate in respect of insurance

WORK BY DEVELOPERS AND OTHERS

A policy of insurance complying with section 96 of the *Home Building Act 1989* has been issued by:
(insert name of insurer)

in respect of
(insert brief description of building work)

at:
(insert the address or description of the land)

carried out by:
(insert name of contractor or developer)

or

*
(insert name and address of contractor or developer insured and period of insurance)

Subject to the Act and the *Home Building Regulation 1990* and the conditions of the insurance contract, cover will be provided to the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

Date:
(insert date)

Signed for or on behalf of the insurers:
(insert signature)

* Delete whichever is not applicable.

[42] Schedule 4 BSC insurance premiums

Omit the Schedule.