



Fixed Price Guarantee

The Fixed Price Guarantee applies to Contracts entered into by Epic Homes Limited (**Epic Homes, our, us**), subject to the terms and conditions set out in this document (**Terms and Conditions**).

Our Fixed Price Guarantee is intended to help you build a new home by providing certainty. Before commencing construction, Epic Homes will specify in your Contract a fixed price for the building and site works specified in the Contract. This provides you with the knowledge that there are no hidden extra costs. Prior to construction, we will agree with you a fixed price in respect of the costs of construction of your house and associated site works in accordance with the specifications of your Contract.

Fixed Price Guarantee Terms and Conditions

1. For the purposes of these Terms and Conditions:
 - a. **Site Works** means costs of the minimum site works for compliance with building and statutory requirements which are associated with labour, material, plant hire, sewerage connection, rock excavation, stormwater connection, water connection, additional engineering requirements (apart from extra costs associated with raising building platforms/floor levels) and electricity/telecommunication connection from the date of construction; and
 - b. **Mandatory Items** includes in respect of the site, the registered plan, contour survey, soil test, natural gas form, location of water service connection point, recycled water availability including location of connection point, telecommunication service information including location of connection point, sewer information including "as constructed" stormwater plans clearly indicating all dimensions of mains from boundaries and surface levels/invert levels of both the mains and the house connections points, stormwater information including "as constructed" stormwater plans clearly indicating all dimensions of mains from boundaries and surface levels/invert levels of both the mains and the house connection points, preliminary town planning assessment and covenant requirements and any other information as we may reasonably require.
 - c. **Contract** refers to your Masterbuild RBC1-2015 Contract and any Post Contract Variations signed prior to the commencement of the construction of your house.
2. Subject to clause 3 of these Terms and Conditions, Epic Homes represents and warrants that the costs of construction of the house and Site Works in accordance with the specification set out in the Contract will be for a fixed amount as specified in the Contract (**Fixed Price Guarantee**).
3. The Fixed Price Guarantee does not apply to preliminary contracts entered into before you provide the Mandatory Items to us.
4. You must promptly provide to us all required information and Mandatory Items in order for Epic Homes to provide you with a Fixed Price Guarantee.
5. These Terms and Conditions shall be governed in accordance with the laws of New Zealand. The New Zealand courts shall have exclusive jurisdiction over any dispute arising.
6. To the extent of any inconsistencies between these Terms and Conditions and your Contract, the Contract shall prevail.
7. You are not entitled to rely on the words or conduct of Epic Homes as a waiver of any right pursuant to these Terms and Conditions unless that waiver is in writing and signed by an authorised representative of Epic Homes.
8. Epic Homes reserves the right to vary, terminate or suspend the operation of the Fixed Price Guarantee offer in its absolute discretion, without notice, at any time provided that such variation, termination or suspension shall have no effect on existing building contracts at such time.