

Warranties, Terms and Conditions Of Sale

By paying your deposit, you will be deemed to have read, understood, and accepted our Terms of Sale.

At Gold Coast Container Homes, we believe that the best relationships are built on choice, transparency, and flexibility.

Our Terms of Sale are designed for simplicity so you can get on with the more important matters.

For the purpose of these Terms of Sale: "Us", "Our", "We", "The Manufacturer" or, "Gold Coast Container Homes", refers to Beenleigh Development Trust trading as Gold Coast Container Homes and/or all authorised dealers. "Products", "Goods", "Cabin", "Manufactured Home", "Container Home", "Relocatable Home", "Unit" and "Equipment" refers to any Gold Coast Container Homes goods or products provided from time to time. "You" and "Your" refers to you, the client or purchaser of Gold Coast Container Homes and/or all authorized dealers.

We reserve the right to change, modify, add or remove portions of these Terms of Sale at any time. We will endeavour to notify you of any significant changes, where possible. Our Goods come with guarantees that cannot be excluded under the relevant Australian Consumer Law, as amended and in place from time to time. You are entitled to have the goods repaired if the goods fail to be of acceptable quality. We will not, under this warranty, be responsible for consequential damages (such as loss of use) inconvenience, loss or damage to personal property, whether direct, indirect, economic or whether arising in contract or tort and you agree to indemnify us against this. Repair of the Product is your exclusive remedy. We shall not be liable for any special, incidental or consequential damages, including but not limited to loss of revenues and you agree to indemnify us against this. In no event will Our entire liability exceed the purchase price of the Product.

1. If a fault arises, cease using the Goods and contact us phone/text and email in the first instance. Ph: 0428 456 531. Email: gccontainerhomes@gmail.com

2. If you repair/replace the fault/part prior to notifying us, we reserve the right to refuse reimbursement.

Warranty Claims

- a. Warranty claims emailed to gccontainerhomes@gmail.com along with the following documentation and a phone call to Ray 0428456531 advising the issue.
 - Copy of Invoice and Date the Container Home was delivered.
 - Photographic evidence of proper site setup and regular maintenance performed.
 - Photographic evidence of the issue, along with when you first noticed the issue.

Warranties against defects

- a. We warrant that all parts of the Products are free from defects for a period of 6 months.
 - Warranties on "A Grade" Container Homes or Container Offices
 - "The Manufacturer" warrants the STRUCTURE (Structure is the Container and welding) for a period of 5 years from the date of handing over title and based on supply and delivery to 1 location.
 - "The Manufacturer" warrants the interior fitting/fixtures for a period of 6 months including but not limited to:
 - Appliances
 - Electrical fittings
 - Plumbing fittings
 - Taps and plumbing fixtures
 - Drawers, cupboards, doors, windows, sliding doors.
 - Warranties on Cargoworthy container homes or Container Offices
 - 1 month on structure of the Container
 - Interior fittings/fixture - 6 months
- b. We reserve the right to engage a local tradesperson or use our own technician to rectify any faults.
- c. We will repair and/or replace the faults, at no expense to you.
- d. If the Products have to be returned to us, you are liable to pay all associated costs with returning the Products.
- e. We reserve the right to replace parts with similar quality and grade.
- f. We reserve the right to inspect the fault.
- g. The warranty does not cover normal wear and tear.
- h. We use components that have a third-party warranty by their supplier.
- i. Not limiting the automatic consumer guarantees, Gold Coast Container Homes' 12 month voluntary warranty period will start from your delivery/pick up date.
- j. The warranty period will be void if:
 - The Product/s have been majorly and/or structurally altered, modified, or repaired by another party, other than Gold Coast Container Homes.
 - We can't discover any faults;
 - The fault is within industry standards
 - The fault has arisen due to your, or any third party's failure or neglect to maintain the Product; or
 - The Product has been subject to abnormal conditions, including, but not limited to, extreme environment conditions, flooding, fire, misuse, accident damage, hail and/or storms.

Building Maintenance- Mold – Condensation

- a. Gold Coast Container Homes installs a ventilation system in the Container Homes or Container Offices. These ventilators must be on 24/7 unless supported by an alternate system provided by "The Manufacturer".
- b. Airflow management of the container home is the responsibility of the Purchaser.
- c. The Purchaser must inform any person residing in or using the Container Home that there must be airflow and home management.
- d. Mold is caused by environmental conditions and not covered under warranty.
- e. If ventilation is turned off for any point of time and there is no airflow on the container home. All warranty is void...Mold will form.
- f. Gold Coast Container Homes has supplied at the end of this document a Technical Fact Sheet: [Condensation Management](#), this is also available on the goldcoastcontainerhomes.com.au website.
- g. The Purchaser is responsible for educating themselves and any occupants on responsible and proper building management and maintenance.

- h. If container is not installed on site in accordance with industry standards for both structural and moisture control (i.e., 600mm off ground is generally required by engineers however a certified engineer will be required to design a footing system in line with the soil classification) warranties are void.
- i. The Purchaser indemnifies "The Manufacturer" from and in respect of all loss, damage, liabilities, or claims caused directly or indirectly from installation of the Container Home or Container Office.

Set up of the Container Home/s

- a. You are responsible for the following (if applicable):
 - A licenced electrician must be used to connect the Product to mains power, to install any light fittings, power points or light switches and to complete the final electrical certification of the Product.
 - A licenced plumber must be used to connect the Product to sewer mains (if required). Council fees and approvals may apply to this.
 - A licenced plumber must be used to connect the Product to water and grey waste.
 - It is recommended to use a licenced carpenter or builder to set up the Product. This includes, levelling the trailer/base, folding out the sides, installing windows, flashings, skirting and cornices and anything else reasonably required for the purpose of set up.
 - A licenced gas fitter must be used to install any gas fittings and appliances.
 - You are responsible for arranging the set up (installation) of our products and must bear any associated costs.
- b. What extra cost would I need to factor for
 - The installation/set up. Depending on the model you buy there are different items you will need to install/set up
 - A plumber to connect to water, sewer mains, septic or grey water tank
 - Electrical connection and A/C if required.
 - Supply and installation of HWS. If using a gas system you will need the gas certified by a licensed plumber/gas fitter
 - Cooking appliances
 - Possible council and local government fees and associated costs including but not limited to
 - Private certifier
 - Engineer plus soil tests
 - Footings/foundations
 - Earthworks
 - Bushfire requirements
- c. Gold Coast Container Homes takes no responsibility or liability for any injury and/or damages from the actions of using third party or tradesmen at any point during the set up or use of the Container Home provided and you indemnify us in respect of any loss or claims in relation to this.
- d. It is recommended to check the foundations where the Products sit every six (6) months for any movement/settlement.
- e. Under relevant State legislation, you must have working smoke alarms in your Container Home in accordance with any fire safety laws. The smoke alarms must be installed and tested according to federal, state and local government requirements.

Relocation- Any additional relocations in the warranty time frame.

- a. Purchaser needs to do Maintenance as per Clause 5 upon each relocation within the warranty period time frame.
- b. "The Manufacturer needs to be notified in writing/email each time the Container Home or Container Office is being relocated from its original delivery address.
- c. We will review any issues on a case-by-case basis.
- d. The Purchaser must test all electrical and plumbing connections including exhaust and extraction fans, smoke alarms etc, by a suitably qualified person in line with Australian Industry standards.
- e. Any damages to the warranted parts in the warranted time frame made during relocation will be assessed on a case-by-case basis.

Caravans/Tiny House Regulations & Council Approval

- a. Although occupying Tiny Homes across Australia is becoming more main stream, there are no specific regulation Australia wide and rules for living in caravans varies between different local councils and states.
- b. If you are planning on purchasing one of our Container Homes, we recommend having a chat with us and your local council.
- c. The Gold Coast Container Homes unique difference. We manufacture our own Container Homes in Australia, specifically designed to suit Australian climate and way of life and comply with the Australian Design Rules and are built to the Nation Construction Code. As Container Homes are easily relocatable this may minimise some of the hurdles that typically come with traditional council approvals.
- d. Gold Coast Container Homes does not provide you with any permits/approvals, nor do we apply for any council approvals on your behalf.
- e. You need to understand your local government planning scheme and what regulations may apply to you.

Manufacturer

- a. Gold Coast Container homes is a manufacturer of A Grade container homes and recycled cargoworthy container homes and offices only and is not:
 - a delivery company, Nor,
 - a site preparation company nor,
 - an installation or connection company.
 - Nor an advisor to any add-ons of structures or site developments including but not limited to local government requirements.

General Terms

- a. It is your responsibility to check your local council and State legislation regarding the use and occupancy of Our Container Homes on your property, or any other property where you may keep the Container Home/s from time to time.
- b. You have satisfied yourself that Our Container Homes are suitable for your intended purpose and location.
- c. We take no responsibility for any penalties incurred against you from council or any government bodies for the misuse of the Container Home/s.
- d. It is your responsibility to know the weights of the Product and the implications of the towing limits and breaking requirements of any vehicle towing the Product.

- e. We offer a Product that is manufactured in our factory in Helensvale Queensland. We check every Container Home for major damage, although due to the price point and nature of our business, our Container Homes may have imperfections and there could be damage in spots that cannot be inspected. Minor defects are deemed satisfactory by You and Us.
- f. By design shipping containers including "New Build" Containers come on Ship from China and therefore it is possible that there will be dents on the shipping Container and this is deemed satisfactory by both the Purchaser and Gold Coast Container Homes.
- g. You have been given the opportunity to inspect our display models (and/or other Products) and you have accepted our Product to reassemble in a similar condition to our display Products.
- h. We are not legally responsible for any loss or damage you might suffer in relation to purchasing one of our Products, whether from errors or from omissions in our documents or information.
- i. You agree to comply with any and all laws, regulations and rules relating to your use of our website, your interactions with us and placement of any orders with us.
- j. Any variations to these Terms of Sale, for Your order, must be agreed to by us in writing.
- k. You agree that all specifications for your order of the Products will be included in the quote provided by us and you agree that the information provided in the quote is accurate.
- l. You agree and acknowledge that we will rely on information provided by you in relation to your order for Products and any costs incurred by us in reliance on incorrect or inadequate information that may result in additional costs charged to you, which you will be liable for.
- m. You must pay us, if demanded by us, in our sole discretion, interest at the rate of 10% per annum on all overdue amounts owed by you to us. Such interest will be calculated daily and compounded monthly.
- n. Gold Coast Container Homes may from time to time provide links, advertisements and information about other businesses for your convenience. This does not imply any sponsorship, endorsement, approval or an agreement between Gold Coast Container Homes and those businesses. Gold Coast Container Homes takes no responsibility for the actions/advice of said businesses.

Refunds

- a. Refunds of your Container Home, after you have taken delivery, will be decided upon a case-by-case assessment by us and in our sole discretion. If we accept your request for a refund:
 - You are liable for any cost incurred to pack up the Product.
 - All Products you wish to return to us, must be in the condition as it was delivered to you.
 - You are liable to pay for any and all cost associated with the return of the Product.

Deposit, Cancellations and Variations

- a. Once you have paid the required deposit, We take this as acceptance of our quote and your acceptance of these Terms of Sale.
- b. Your required deposit amount will be shown on the bottom of your quote, with the balance due and payable prior to delivery/pick up of your Product/s.
- c. For our standard range (Standard 2 bedroom expander, Site Office and Premium 2 bedroom expander"), in the event that you wish to cancel your order, prior to delivery, We reserve the right to keep a \$1,000 administration fee.
- d. For custom designs and our 1, 3 and 4 bedroom expanders and any custom Products, a non-refundable deposit of 50% is due and payable before we will start manufacturing your Product/s.
- e. Should we provide our written consent to your requested cancellation or variation of an order, you must indemnify us against any losses incurred by us as a result of your cancellation or variation and cover all of our reasonable costs or additional costs associated with your cancellation or variation.

Payment Schedule

- a. For all models and Products, your order must be paid in full before we book in your delivery, or before you collect your order. If you fail to make any required payments, we may withhold consignment of the Products until all amounts are paid in full.
- b. Payment Schedule
 - 50% Deposit
 - 30% Framing
 - 20% Final before delivery
- c. Payment Process:
 - Deposit Paid: The order is listed as offer accepted by the client and stock is allocated from stock on hand or construction to proceed.
 - Balance Due: Once we are two weeks from your completion date, we will email through your invoice for the final payment.
 - Delivery: Once you have made payment, we will book your delivery in for the next available date we have, or your Container Home will be here for you to collect.

Delivery

- a. You agree for us to sub-contract, assign, novate or transfer all or part of the delivery of your Products at any time and we are not required to give you written notice. Any sub-contractors will have the same rights as us in these Terms of Sale.
- b. You must provide us with complete and uninterrupted access to your nominated property to enable us to deliver your Product/s.
- c. Drivers will use their best endeavors to drop off your Product where you want it on your nominated property. Site conditions including, but not limited to, site surface, slope, weather, may restrict delivery/unloading options. The driver is responsible to choose the unloading area.
- d. You warrant to us that the ground surfaces traversed by our drivers in order to perform the delivery are of suitable construction to prevent damage to said surfaces or our drivers' trucks.
- e. All of our delivery times are estimates only and commence from the date you pay your deposit.
- f. We may adjust the delivery price at any time to pass on increases in costs imposed by our drivers, or increased costs due to any other reason, including but not limited to increased transport costs or any other item, as determined in our sole discretion from time to time. We will provide you with written notice of any fee adjustment. This includes the time from your deposit being paid, to the time your Product has been delivered.
- g. You have the right to organise your own transport for pickup of your Product/s.
- h. If our drivers are unable to unload in the designated area on your nominated property, they have the right to leave your Products on the nearest Council road, in a reasonable and safe position.
- i. You indemnify us from and in respect of all loss, damage, liabilities or claims caused directly or indirectly from our drivers.
- j. All Container Homes and Container Offices have a quality check done before leaving the build yard. It is recommended for the purchaser to have a final inspection before the Container Home or Container Office is delivered as finishes are final once the Container Home is collected for delivery.

- k. When being delivered by truck any damage (Damage does not include cracking, joint movement, seals, tiles, or cracked glass) caused during transport is warranted under the Trucking company insurance. Road vibrations may affect the seals and joints. Please do a check over the building once it has arrived and use the kit provided.
- l. Transport by train- There may be more movement if delivered by Train and truck. While all efforts are taken to protect the finished product from potential damage train transport can be particularly violent, and cracking in internal linings can be expected.
- m. Owner Pickup, notice of collection requires a minimum of one week so that Gold Coast Container Homes can prepare the Container Home or Container Office for shipment.
- n. Gold Coast Container Homes is not a Delivery company and takes no responsibility of final delivery. Although Gold Coast Container Homes may assist in coordinating the delivery it is the responsibility of the Purchaser to provide access to the delivery location, the truck driver will generally aim to get as close as possible to the required drop off point. If additional machinery is required for delivery such as cranes/excavators etc. this will be the responsibility and at the expense of the purchaser.
- o. Scheduled construction periods are estimates only and commence once deposit has been received.
- p. Estimated arrival dates are not guaranteed. Delivery times are to be used as a guide only and are subject to change due to weather, other unforeseen circumstances, and circumstances beyond our control, including Force Majeure events, such as but not limited to material shortages, supply-chain issues, truck break downs, traffic, road closures, customs delays, ship delays, Port delays. We will make reasonable effort to fulfil your order with us, in a timely manner. Any delay on delivery dates, for any reason whatsoever does not entitle you to any claim for consequential loss or damage or to cancel your order.
- q. Once Gold Coast Container Homes has advised the Purchaser of a completion date the Purchaser will have 10 Business days to collect or take delivery of the Container Home, failure to collect within this timeframe will incur an additional cost of \$50 per day.

Maintenance on delivery.

- a. PLEASE NOTE: upon delivery and installation by the purchaser or a 3rd party, of your container, the purchaser is to **check and re-seal (where required) all seals around welds and windows** due to movement, vibrations, racking and twisting of the container during the transportation and lifting/placement process.
- b. Evidence of this check must be saved in the form of photos and dates by the purchaser for any later warranty claims.
- c. Some internal joints or tiles/grout may experience cracking due to transport, these will generally be cosmetic and simply require one of the following: no-more-gaps, silicone or grout which are all included in your Maintenance kit.
- d. Warranty is voided if any roofing structure is fixed, welded, bolted or any other form of fixing added to the roof of the container at any time.
- e. Warranty is voided if any obstacle is stored on the roof of the container at any time
- f. Warranty is void if any tree branches or any foreign objects including leaf litter and debris are on the roof at any time.

Storage Fees- Non payments

- a. For standard orders, if payment has not been made by your due date, Gold Coast Container Homes has the sole right to, allocate your cabin to another client. Once your payment has been made, you will be allocated the next available cabin.
- b. Should your invoice become 5 days overdue, we have the right to charge storage fees at the rate of \$50.00 per day until your delivery/pick up has been completed.

Force Majeure

- a. Should circumstances beyond our control hinder or prevent our provision of the Products to you, we will be free from any obligation to provide the Products to you whilst such circumstances continue.
- b. For as long as the circumstances beyond our control continue, we may in our sole discretion, terminate your order with us, or keep your order with us on foot until such circumstances have ceased.
- c. Circumstances beyond our control, or Force Majeure events, include but are not limited to:
 - illness or injury to us;
 - unavailability of materials or components;
 - health pandemic/crisis/virus
 - strikes;
 - lockouts;
 - riots;
 - natural disasters;
 - fire;
 - war;
 - acts of God;
 - Government decrees, proclamations or orders;
 - transport difficulties; and
 - failures or malfunctions of computers or other information technology systems.

Default

- a. You will engage in an event of default in the following circumstances:
 - You breach these Terms of Sale for any reason, including but not limited to defaulting on any payment;
 - You, being a natural person commits an act of bankruptcy, or you, being a corporation is wound up, deregistered or dissolved, a receiver or administrator is appointed, you enter a scheme of arrangement (other than for the purpose of restructuring),;
 - You assign your rights under these Terms of Sale, without our prior written consent;
- b. Should an event of default occur by you, we will provide you with written notice to rectify the default within 7 days.
- c. Where an event of default occurs which is not rectified by you, we may in our sole and absolute discretion:
 - Refuse to supply the Products;
 - Retain any and all monies paid by you for Products ordered but not yet supplied;
 - Refuse to supply you with the Products ordered.

Indemnity

- a. You agree to indemnify and keep indemnified, us, our servants and agents in respect of any claim or demand made or action commenced by any person (including but not limited to, you):
 - Against us; or
 - For which we are liable; In connection with any loss arising from or incidental to:
 - The supply of the Products;
 - The subject matter of these Terms of Sale;
- b. Including but not limited to any legal costs incurred by us in relation to meeting any claim or demand or any party/party legal costs for which we are liable in connection with any such claim or demand.
- c. You agree and acknowledge that except for the provisions of these Terms of Sale, we do not make any warranty, assurance, promise or representation regarding the quality, fitness for purpose or use, suitability or merchantability of the Products for any purpose whatsoever, and that in entering into these Terms of Sale, you have relied entirely on your own enquiries, knowledge, skill and judgement.

Intellectual Property

- a. The parties agree and acknowledge that Gold Coast Container Homes are the exclusive owner of any intellectual property.
- b. For the purpose of this clause, intellectual property includes trademarks, patents, copyrights, designs, layout-designs (topographies) of integrated circuits, processes and confidential information as may be applicable to the Products and to any advertising and promotional material and any technical materials and user manuals/videos associated with the manufacture or supply of the Products, that is capable of legal protection, regardless of whether such legal protection has been formally obtained.
- c. You agree that you will not, as a result of entering into any dealings with us, or purchasing any Products from us, acquire any intellectual rights in the Products and you must not challenge or dispute our ownership of our intellectual property.
- d. You must not do anything or omit to do anything which could detrimentally affect the ownership of our intellectual property.
- e. You agree that you will not infringe the intellectual property rights of us and will notify us of any suspected or actual infringement of our intellectual property immediately upon becoming aware of the same.
- f. You must comply with our reasonable instructions and requests in relation to the maintenance of our protection of our intellectual property.

GST

- a. You and us agree to comply with their respective obligations in relation to Goods and Services Tax (GST) under the A New Tax System (Goods and Services Tax) Act 1999 and any other applicable legislation governing GST.

Governing Law

- a. This agreement shall be governed by and constructed in accordance with the laws of the state or territory in which the Products have been purchased from. Any court proceedings shall be filed and heard in that state or territory.
- b. Any claim brought against us will be dealt with by the entity which provided the Products or Goods as per the invoice.

Title

- a. Risk in and title to the products passes to you, upon delivery of the products to your nominated address, or upon you collecting your order.
- b. You will not have title of the products, until you have paid all amounts owing to us.

Advice and Information

- a. Any advice, recommendations, information, assistance or service given by us in relation to the products is given in good faith and believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty or accuracy, appropriateness or reliability and we do not accept any liability or responsibility for any loss suffered from your reliance on such advice, recommendation, information, assistance or service.

Severability

- a. Any provision of these Terms of Sale which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms of Sale or affecting the validity or enforceability of such provisions in any other jurisdiction.

Waiver

- a. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

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understood and accepted our Terms of Sale.**

Last updated: July 1st, 2023

<https://legislation.nsw.gov.au/view/html/inforce/current/sl-2021-0461#sec.77>

<https://www.housing.vic.gov.au/movable-units-home-owners>

<https://www.esperance.wa.gov.au/news/2022/dec/22/big-ideas-tiny-houses>