

THE HOUSING INDEMNITY ACT 1992 (TAS) REQUIREMENTS

1. STATUTORY WARRANTIES

1.1 MAINMARK warrants that:

- (a) the Services will be performed in a proper and skilled manner and in accordance with the plans and specifications set out in the Contract;
- (b) all materials to be supplied by MAINMARK will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the Contract, those materials will be new;
- (c) the Services will be carried out in accordance with, and will comply with, the Housing Indemnity Act 1992 (TAS), the Building Act 2000 (TAS), and any other laws in force in Tasmania; and
- (d) the Services will be done within the time stipulated in the Contract, or if no time is stipulated, with reasonable diligence; and
- (e) the Services and any materials used in doing the Services will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to MAINMARK, the particular purpose for which the work is required or the result that the Client desires the work to achieve, so as to show that the Client relies on MAINMARK's skill and judgment.

1.2 The warranties in Clause 1.1 supplement and do not derogate from the other provisions of the Contract.

2. CONSUMER GUIDE

Please refer to the Consumer Guide document 'Are you building or renovating a home'.