

To whom it may concern,

I refer to the discussion paper currently on exhibition.

By way of background I have 20+ years relevant experience in the development industry and have purchased several times off the plan.

The fundamental problem which is not addressed is that there is more consumer protection when buying a toaster than when buying an apartment.

A developer needs to be treated in the same regard as a retailer. The core provisions of the Trade Practices Act should apply to off the plan home purchases and provisions implemented to provide:

1. Clear prohibition of the making of false or misleading claims at any time during the purchasing process.
2. An obligation that any marketing material or display suite is a true and genuine representation of the project to be delivered.
3. A prohibition of unfair contract terms which provide excessive freedom to the developer and burden the purchaser unreasonable – i.e. a standard form agreement should be prescribed.
4. A requirement to fully disclose who the parties will be who will be producing the residence – ie the builder, the project manager (if one), the nominated architect providing certification under SEPP65 and the name of the certifier.
5. Provide certainty that the completed residence is safe (ie fully compliant with Australian Standards and Building Codes by making the developer responsible as the single point of accountability to warrant and be responsible for fixing any deficiencies in the residence or common property.
6. Prohibit the omission of any features that have been offered as part of the development or it's common property.
7. Provide clarity as to the exact detail of the residence to be built (and any associated common areas) – i.e. the drawings and specifications included with the Construction Certificate plus a comprehensive finishes schedule which names actual products.
8. Provide a minimum 12 months defects liability period wherein the developer is responsible for fixing any general building defect.
9. Provide a minimum 7 year defects liability period wherein the developer is responsible for fixing any building compliance defect.

Regards

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