

# The Property Inspectors Pty Ltd – Terms & Conditions of Trade

1.	<p><b>1.1 Definitions</b></p> <p>"Consultant" means The Property Inspectors Pty Ltd (as trustee for Property Inspectors Trust) T/A The Property Inspectors Pty Ltd. Its successors and assigns or any person acting on behalf of and with the authority of The Property Inspectors Pty Ltd (as trustee for Property Inspectors Trust) T/A The Property Inspectors Pty Ltd.</p> <p>"Client" means the person requesting the Consultant to provide the Services as specified in any invoice, document or order, and if there more than one person requesting the Services is a reference to each person jointly and severally.</p> <p>"Services" means all Services provided by the Consultant to the Client at the Client's request from time to time, and includes any Documentation provided as part of the Services.</p> <p>"Documentation" means any documents, designs, drawings, details, specifications or other materials provided, utilised or created incidentally by the Consultant in the course of a conducting, or providing to the Client, any Services.</p> <p>"Proposal" means the letters or other documents prepared by the Consultant and submitted to the Client to describe the scope of Services to be provided, the personnel and equipment proposed to be utilized, and the amount of estimated calculation of the Reimbursable Expenses.</p> <p>"Fee" means the price payable for the Services as agreed between the Consultant and the Client in accordance with clause 6 of this contract.</p> <p>"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this agreement, other party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information and pricing details.</p>	(n)	<p>Swing inspection – maximum size of awning to be no more than 6m in length.</p> <p>(o) Aerial complex assessments – covers up to a maximum of common areas/body corporate assets of 5 floors.</p>	16.1	<p>booked to attend site on that day, or within site or, post site inspection, and prior to the report or services being commenced. Payment and payment has already been made, no refund will be owed by the consultant to the commissioning party.</p> <p>(h) Should the commissioning party terminate this agreement whilst our consultant is travelling to site, or booked to attend site on that day, or within site or, post site inspection, and prior to the report or services being commenced or completion of full payment of the services/contract sum has not yet been made, the commissioning party will still be liable for the full contract sum on the date of the termination notice being supplied to the consultants office in writing.</p>
1.2	<p>"Client" means the person requesting the Consultant to provide the Services as specified in any invoice, document or order, and if there more than one person requesting the Services is a reference to each person jointly and severally.</p>	8.8	<p>Should this contract nominate the type of building being inspected, and should that be a different building type or use of building/business that we discover whilst on site, The Property Inspectors will amend this contract fee using RFR rates nominated on our website, <a href="http://www.tpi.com.au">www.tpi.com.au</a>, to match more appropriately to the type of building, or use of building, or room, that is factual. Should you have settled this account via credit card, the credit card will be used to settle this additional fee. Should you have paid the initial inspection via EFT, you will be invoiced, and payment will be required prior to the release of the report.</p>	16.2	<p>Either party may terminate this agreement by written notice to the other party if the other party:</p> <p>(a) commits a material breach of any of its obligations under this agreement, and if such breach is capable of remedy, defaulting party does not remedy the breach;</p> <p>(b) within twenty-eight (28) days after the date on which written notice of the breach is provided by the other party (or such other period as is agreed between the parties);</p> <p>(c) where any or all of the above conditions are not satisfied, fails to pay to the Consultant within 14.5 business days of the date of the termination notice being provided to the Consultant.</p>
1.3	<p>"Services" means all Services provided by the Consultant to the Client at the Client's request from time to time, and includes any Documentation provided as part of the Services.</p>	8.9	<p>Our fee provided within this contract is subject to the quantity of defects specified within this contract. Should there be additional defects to be inspected and reported on, our consultant will carry out the inspection and report as originally commissioned with the additional defects included, and The Property Inspectors will invoice the additional defects using this contract as the basis for a pro rata amended invoice covering the additional defects and the amount of calculation of the Reimbursable Expenses.</p>	16.3	<p>If this agreement is terminated for any reason then termination however caused does not affect any accrued rights or remedies in which the non-defaulting party possesses pursuant to the terms of this agreement, at law or pursuant to any applicable legislation.</p>
1.4	<p>"Documentation" means any documents, designs, drawings, details, specifications or other materials provided, utilised or created incidentally by the Consultant in the course of a conducting, or providing to the Client, any Services.</p>	8.10	<p>All pre-occupancy assessments are carried out by a qualified builder using equipment appropriate to do entry level assessments within the water supply, drainage and waste, and physical tests of the light points, powerpoints and smoke alarms. No cameras are used, nor food tastes carried out, for pre-purchase plumbing &amp; electrical. We carry out the following physical tests on the following trades:</p>	16.4	<p>The Client agrees that personal credit information provided may be used and retained by the Consultant for the following purposes:</p> <p>(a) to assess an application by the Client as a consumer credit provider;</p> <p>(b) to notify other credit providers of a default by the Client; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.</p>
1.5	<p>"Proposal" means the letters or other documents prepared by the Consultant and submitted to the Client to describe the scope of Services to be provided, the personnel and equipment proposed to be utilized, and the amount of estimated calculation of the Reimbursable Expenses.</p>	8.10.1	<p>We run the taps looking for faults within the drainage or water discharges within the fittings, fixtures and all drainage lines within the internal elevations of the property only, not within the subfloor areas.</p>	16.5	<p>The Consultant may give information about the Client to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to obtain the CRB to create or maintain a credit information file about the Client including credit history;</p> <p>(c) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.</p>
1.6	<p>"Fee" means the price payable for the Services as agreed between the Consultant and the Client in accordance with clause 6 of this contract.</p>	8.10.2	<p>We test each light switch, dimmer switch and exhaust fan switches to confirm if the fitting associated with that switch is in working order.</p>	16.6	<p>The Consultant will delete any personal information upon the Client's request (by e-mail) if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.</p>
1.7	<p>"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this agreement, other party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information and pricing details.</p>	8.10.3	<p>We test each light switch, dimmer switch and exhaust fan switches to confirm if the fitting associated with that switch is in working order.</p>	16.7	<p>The Consultant will delete any personal information upon the Client's request (by e-mail) if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.</p>
2.	<p><b>2.1 Commonwealth Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")</b></p> <p>Nothing in this agreement shall have effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.</p>	8.11	<p>The Client acknowledges and accepts that:</p> <p>(a) the Consultant:</p> <p>(i) will communicate electronically (email), unless otherwise instructed. The Client accepts this form of communication may be subject to inherent hazards in electronic distribution and as such the Consultant cannot warrant against delays or errors in transmitting data between the Client and the Consultant, and you agree that to the maximum extent permitted by law, the Consultant will not be liable for any losses which the Client suffers as a result of internet interruptions beyond the Consultant's control that may cause delays or errors in transmitting instructions and/or confirmations;</p> <p>(ii) will carry out non-destructive tests. In the event the Client specifically requests the Consultant to carry out tests of a destructive nature, the Consultant shall require the Client, or their authorised representative, to authorise commencement of the Services in writing. The Consultant shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services;</p> <p>(b) the outcome of any inspection shall be as is at the date thereof. The Consultant shall not be liable for any further inspections in the event of any variation to the Client's brief as per clause 6.2(b), and any additional Services will be charged accordingly under clause 6.2.</p>	16.8	<p>The Consultant will delete any personal information upon the Client's request (by e-mail) if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.</p>
3.	<p><b>3.1 Acceptance</b></p> <p>The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by the Consultant.</p> <p>3.2 These terms and conditions may only be amended with the Consultant's consent in writing and shall prevail to the extent of any inconsistency with the agreement between the Client and the Consultant.</p> <p>3.3 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p>	9.1	<p><b>9.1 Nominated Consultants</b></p> <p>The Consultant may (if their consider it appropriate to do so) recommend the engagement of third-party consultants, who shall be engaged by the Client at the Client's own expense, and the Consultant does not warrant the accuracy or quality of the consultants work, or warrant that the recommendations of the consultants are appropriate or suitable, or are fit for their purpose, or that they are not given negligence. The Client agrees that they shall not make any demand on the Consultant or commence any legal proceedings against the Consultant, and the Consultant shall have no liability, whether in negligence or otherwise, to the Client in relation to any services provided by the consultants.</p>	16.9	<p>The Consultant will delete any personal information upon the Client's request (by e-mail) if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.</p>
4.	<p><b>4.1 Change in Control</b></p> <p>The Client shall give the Consultant not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the name, address, contact details, tax number or business structure). The Consultant shall not be liable for any loss incurred by the Consultant as a result of the Client's failure to comply with this clause.</p>	10.	<p><b>10.1 Personal Property Securities Act 2009 ("PPSA")</b></p> <p>In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>10.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in:</p> <p>(a) all Materials previously supplied by the Consultant to the Client;</p> <p>(b) all Materials will be sufficient in the future by the Consultant to the Client; and</p> <p>(c) all the Client's present and after acquired property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Client to the Consultant for Services – that have consented to be provided and that will be provided in the future by the Consultant to the Client.</p>	17.	<p><b>17.1 Building and Construction Industry Security of Payments Act 1999</b></p> <p>At the Consultant's sole discretion, if there are any disputes or claims for unpaid Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.</p> <p>Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.</p>
5.	<p><b>5.1 Client's Responsibilities</b></p> <p>The Client shall (at their own cost) as soon as practicable/valid:</p> <p>(a) make available to the Consultant all relevant information, documents, drawings, certificates of title, plans, survey information and other particulars relating to the Client's requirements for the Services; and the Consultant is entitled to rely on this information. The Consultant will not be liable for any errors in the Services that are caused by incorrect or inaccurate information being supplied by the Client;</p> <p>(b) make arrangements to enable the Consultant to enter upon the intended site (and other premises as necessary) to enable the Consultant to provide the Services;</p> <p>(c) The Client acknowledges and agrees that they will use their best endeavours to respond promptly to any request or query from the Consultant.</p> <p>(d) If the Client becomes aware of any matter which may change the scope or timing of the Services then the Client will give written notice of same to the Consultant.</p>	10.1	<p>The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.</p>	17.2	<p><b>17.2 Limitation of Liability</b></p> <p>The Consultant undertakes to act in a professional manner as a faithful consultant to the Client, whose interests will be watched over with skill and care. Notwithstanding, the Consultant shall only be liable to the Client for the consequences of any negligent act, omission or statement of the Consultant, and then only to the extent and limitations referred to in clause 18.2.</p>
6.	<p><b>6.1 Fee and Payment</b></p> <p>At the Consultant's sole discretion the Fee shall be either:</p> <p>(a) as indicated on any invoice furnished by the Consultant to the Client for Services provided; or</p> <p>(b) the Consultant's Fee as the date of provision of the Services, calculated on the Consultant's current labour rates or</p> <p>(c) the Consultant's estimated price (subject to clause 6.2) which will be valid for the period stated in the Proposal or otherwise for a period of thirty (30) days (unless otherwise specified in writing) excludes Reimbursable Expenses.</p> <p>6.2 The Consultant reserves the right to change the Fee:</p> <p>(a) to include any Reimbursable Expenses as per clause 7;</p> <p>(b) if a variation to the Services (including any variation to the Client's brief/specifications) is required or requested;</p> <p>(c) where additional costs are incurred by the Consultant due to unexpected delays, or receipt of approvals or permits, additional inspections, access to an assessment area not being available as was agreed or when pre-arranged; and</p> <p>(d) variations will be charged in fifteen (15) minute increments at the Consultant's current hourly rate of \$300 + GST.</p> <p>(e) All invoices submitted are on the basis of payment being made via cash or EFT, in the event that this invoice is settled via credit card, a surcharge of 2.2% will be applied on top of the invoiced amount for administration and merchant fees combined.</p> <p>(f) All variations to this agreement will be settled via credit card and payment taken prior to any work commencing and any release of any design, reports or documents. The Client approves The Property Inspectors to charge their credit card to settle all variations at the time of the verbal (written, text, email or any third-party related to this agreement).</p> <p>(g) Should the client request a complete or draft report to be modified, altered, updated or changed in any way after the report has been issued, The Property Inspectors will bill the card on file to amend, modify or update the report, and this will be treated as a variation to the initial engagement between the consumer and The Property Inspectors, and will be billed out at a \$300 per hour plus GST.</p>	10.2	<p>The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.</p> <p>10.3 The Consultant undertakes to:</p> <p>(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Consultant may reasonably require to:</p> <p>(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;</p> <p>(ii) register any other document required to be registered by the PPSA; or</p> <p>(iii) correct a defect in a statement referred to in clause 10.2(a)(i) or 10.2(a)(ii);</p> <p>(b) indemnify, and upon demand reimburse, the Consultant for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the Client or releasing any other document made thereby;</p> <p>(c) not register a financing change statement in respect of a security interest without the prior written consent of the Consultant;</p> <p>(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Client's personal property or after acquired property; and</p> <p>(e) indemnify the Consultant for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the Client or releasing any other document made thereby.</p>	17.3	<p><b>17.3 Dispute Resolution</b></p> <p>If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute, written to (specify) identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute is not resolved, either party may refer the dispute to arbitration by hand or sent by certified mail to the other party refer dispute to arbitration. Any arbitration shall be:</p> <p>(a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and</p> <p>(b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.</p>
7.	<p><b>7.1 Reimbursable Expenses</b></p> <p>The Consultant shall be reimbursed for all expenses reasonably and properly incurred in connection with the provision of the Services, except where specifically stated in the Proposal to be non-reimbursable. All Reimbursable Expenses (e.g. travel, costs, government and application fees, search fees, photocopies, advertisements and notices, air freight and courier services, rental of special equipment, parking and fares, accommodation, telephone, facsimile and other incidental costs and expenses, etc.) will be charged at the cost involved (excluding any GST) plus an administration fee of five percent (5%) thereof.</p>	10.3	<p><b>10.3 Security and Charge</b></p> <p>In consideration of the Consultant agreeing to provide Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>The Client indemnifies and agrees to indemnify the Consultant of all costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Consultant's rights under this clause.</p> <p>11.3 The Client irrevocably appoints the Consultant and each director of the Consultant as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 11, including, but not limited to, signing any document on the Client's behalf.</p>	17.4	<p><b>17.4 General</b></p> <p>The failure by the Consultant to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Consultant's right to subsequently enforce that provision. If any provision of these terms and conditions is held to be unenforceable, the validity, enforceability, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p>
8.	<p><b>8.1 Provision of the Services</b></p> <p>Both parties shall make all reasonable effort to ensure the Services are provided in accordance with this agreement and take all necessary reasonable steps to minimise any possible delay thereto. However, any time specified by the Consultant for provision of the Services is an estimate only, and the Consultant will not be liable for any loss or damage incurred by the Client as a result of any delay. In the event that the Consultant is unable to provide the Services as agreed within the time specified by the Client, the Consultant shall pay to the Consultant a reasonable sum of money to cover the consequential costs and expenses suffered by the Consultant as a result of the delay.</p> <p>8.2 The commencement date will be put back and/or the duration of the Services extended by whatever time is reasonable in the event that the Consultant causes an extension of time (by giving the Client notice in writing as per clause 8.3) where provision of the Services is delayed by an event beyond the Consultant's control, including but not limited to any event under clause 20.7, or any failure by the Client to:</p> <p>(a) provide clear and adequate instructions to the Consultant; or</p> <p>(b) have the intended site ready for the Services (including any delay caused by the non-completion of prerequisite work performed by third parties); or</p> <p>(c) notify the Consultant that the intended site is ready.</p> <p>8.3 Notwithstanding clause 8.2, if the Consultant becomes aware that they will be delayed in providing the Services in accordance with this agreement, the Consultant must immediately notify the Client in writing of the cause and nature of the delay. The Consultant is to detail in the notice the steps they will take to contain the delay and the anticipated duration of the delay.</p> <p>8.4 All reports will be released within 21 business days from the date of inspection if all information is at hand, or 21 business days from the date of all supporting facts, collection of documents and research being concluded.</p> <p>8.5 By commissioning a Building &amp; Pest or Strata Report with The Property Inspectors, you are approving the finished report to be on sold on our website. There will be no discounts or credits given to a commissioning party if The Property Inspectors are not a report that you have commissioned.</p> <p>8.6 The Property Inspectors are responsible to inspect the internal floor area of the building as nominated within this contract. Should our consultant arrive on site and discover, or post site inspection discover, that the subject floor area is larger than the nominated site, the agreed fee within this contract will be used on a pro-rata basis to cover the additional floor area to be inspected. The client will be notified by the consultant who will then issue our inspector on site and doing the inspection and preparing the report. The invoice will be issued prior to the release of the report, and this invoice must be settled prior to the report being released. Should you have settled this invoice via credit card, it will be used to settle this additional fee. Should you have paid the initial inspection via EFT, you will be invoiced, and payment will be required prior to the release of the report.</p> <p>8.7 This contract agrees that we will inspect the following areas as a maximum floor area for each building type, anything beyond the nominated floor area will be charged on a pro rata basis. We have included within this contract the following m2 for the following property types:</p> <p>(a) Pre-purchase Residential dwelling – maximum of 150m<sup>2</sup> internal floor area and external detached buildings.</p> <p>(b) Pre-purchase Commercial building – maximum of 300m<sup>2</sup> internal floor area, covering warehousing, offices, and any floor plate over a number of levels.</p> <p>(c) Pre-purchase strata reports – will be prepared covering a maximum of 50 apartments within the strata complex when we are focused on 1 individual unit being sold and reported against.</p> <p>(d) New construction, renovation and extension inspection – maximum of 10 defects inspected and reported on.</p> <p>(e) Expert witness reports – maximum of 10 defects.</p> <p>(f) Court attendance – minimum charge of 4 hours.</p> <p>(g) Pre-lease and/or end of lease condition report – maximum of 30m<sup>2</sup> internal floor areas.</p> <p>(h) Commercial construction – maximum of 10 defects inspected and reported on.</p> <p>(i) BCA Compliance Reports – minimum 8 hours work on and off site.</p> <p>(j) Child care centres – Minimum 8 hours work.</p> <p>(k) Residential or commercial dilapidation – Maximum of 300m<sup>2</sup> internal floor area for each dwelling.</p> <p>(l) Structural Engineering Inspection/Design – maximum of 1 element, 1 element being 1 beam or 1 footing or 1 column.</p> <p>(m) Moisture readings and water entry assessment – maximum of 1 location.</p>	11.1	<p><b>11.1 Confidentiality</b></p> <p>Subject to clause 13.2, each party agrees to treat as confidential the other party's Confidential Information, and agree not to divulge it to any third party, without the other party's written consent.</p> <p>13.2 Confidential Information excludes information:</p> <p>(a) generally available to the public domain (without unauthorised disclosure under this agreement);</p> <p>(b) received from a third party entitled to disclose it or by the written consent of the other party;</p> <p>(c) that is independently developed;</p> <p>(d) that is required to be disclosed by law, regulations or administrative order.</p>	17.5	<p><b>17.5 Default and Consequences of Default</b></p> <p>Interest on any monies payable shall accrue from the date when payment becomes due, until the date of payment, at a rate of three and a half percent (3.5%) per calendar month (and at the Consultant's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>14.1 If the Client owes the Consultant any money the Client shall indemnify the Consultant from and against all costs and disbursements (including legal costs) incurred by the Consultant but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Consultant's collection agency costs, and bank dishonour fees.</p> <p>14.3 Further to any other rights or remedies the Consultant may have under this agreement, if the Client has made payment to the Consultant by credit card, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Consultant under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.</p> <p>14.4 Without prejudice to any other remedies the Consultant may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Consultant may suspend or terminate the provision of Services to the Client, and the Client will not be liable to the Client for any loss or damage the Client suffers because the Consultant has exercised its rights under this clause.</p> <p>14.5 Without prejudice to the Consultant's other remedies at law the Consultant shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Consultant shall, whether or not due, become immediately payable:</p> <p>(a) any money payable to the Consultant becomes overdue, or in the Consultant's opinion the Client will be unable to make a payment when it falls due;</p> <p>(b) the Client becomes insolvent (convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or otherwise becomes insolvent or unable to pay its debts as they fall due);</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or asset of the Client;</p>
9.	<p><b>9.1 Client's Responsibilities</b></p> <p>The Client shall (at their own cost) as soon as practicable/valid:</p> <p>(a) make available to the Consultant all relevant information, documents, drawings, certificates of title, plans, survey information and other particulars relating to the Client's requirements for the Services; and the Consultant is entitled to rely on this information. The Consultant will not be liable for any errors in the Services that are caused by incorrect or inaccurate information being supplied by the Client;</p> <p>(b) make arrangements to enable the Consultant to enter upon the intended site (and other premises as necessary) to enable the Consultant to provide the Services;</p> <p>(c) The Client acknowledges and agrees that they will use their best endeavours to respond promptly to any request or query from the Consultant.</p> <p>(d) If the Client becomes aware of any matter which may change the scope or timing of the Services then the Client will give written notice of same to the Consultant.</p>	11.2	<p><b>11.2 Intellectual Property</b></p> <p>The Consultant shall retain ownership of the copyright to all Documentation and know-how produced by the Consultant during the provision of the Services. The Client agrees to indemnify the Consultant for any loss or damage incurred by the Consultant as a result of the Client's failure to provide the Consultant with a licence to use the Documentation arising out of the provision of the Services, but only for the site for which it was intended. The Client shall not use or make copies of any Intellectual Property without the prior written consent of the Consultant.</p> <p>12.2 The Client warrants that all designs, specifications, information and instructions to the Consultant will not cause the Consultant to infringe any patent, registered design or trademark in the execution of the Client's order. Furthermore, the Client agrees to indemnify, defend, and hold the Consultant harmless from all loss incurred or suffered by the Consultant as a result of the Client's failure to provide the Consultant with a licence to use the Documentation arising out of the provision of the Services to the Client. The Consultant will not be liable to the Client for any loss or damage the Client suffers because the Consultant has exercised its rights under this clause.</p>	17.6	<p><b>17.6 General</b></p> <p>The failure by the Consultant to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Consultant's right to subsequently enforce that provision. If any provision of these terms and conditions is held to be unenforceable, the validity, enforceability, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p>
10.	<p><b>10.1 Personal Property Securities Act 2009 ("PPSA")</b></p> <p>In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>10.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in:</p> <p>(a) all Materials previously supplied by the Consultant to the Client;</p> <p>(b) all Materials will be sufficient in the future by the Consultant to the Client; and</p> <p>(c) all the Client's present and after acquired property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Client to the Consultant for Services – that have consented to be provided and that will be provided in the future by the Consultant to the Client.</p> <p>10.3 The Consultant undertakes to:</p> <p>(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Consultant may reasonably require to:</p> <p>(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;</p> <p>(ii) register any other document required to be registered by the PPSA; or</p> <p>(iii) correct a defect in a statement referred to in clause 10.2(a)(i) or 10.2(a)(ii);</p> <p>(b) indemnify, and upon demand reimburse, the Consultant for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the Client or releasing any other document made thereby;</p> <p>(c) not register a financing change statement in respect of a security interest without the prior written consent of the Consultant;</p> <p>(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Client's personal property or after acquired property; and</p> <p>(e) indemnify the Consultant for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the Client or releasing any other document made thereby.</p>	11.3	<p><b>11.3 Confidentiality</b></p> <p>Subject to clause 13.2, each party agrees to treat as confidential the other party's Confidential Information, and agree not to divulge it to any third party, without the other party's written consent.</p> <p>13.2 Confidential Information excludes information:</p> <p>(a) generally available to the public domain (without unauthorised disclosure under this agreement);</p> <p>(b) received from a third party entitled to disclose it or by the written consent of the other party;</p> <p>(c) that is independently developed;</p> <p>(d) that is required to be disclosed by law, regulations or administrative order.</p>	17.7	<p><b>17.7 Dispute Resolution</b></p> <p>If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute, written to (specify) identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute is not resolved, either party may refer the dispute to arbitration by hand or sent by certified mail to the other party refer dispute to arbitration. Any arbitration shall be:</p> <p>(a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and</p> <p>(b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.</p>
11.	<p><b>11.1 Client's Responsibilities</b></p> <p>The Client shall (at their own cost) as soon as practicable/valid:</p> <p>(a) make available to the Consultant all relevant information, documents, drawings, certificates of title, plans, survey information and other particulars relating to the Client's requirements for the Services; and the Consultant is entitled to rely on this information. The Consultant will not be liable for any errors in the Services that are caused by incorrect or inaccurate information being supplied by the Client;</p> <p>(b) make arrangements to enable the Consultant to enter upon the intended site (and other premises as necessary) to enable the Consultant to provide the Services;</p> <p>(c) The Client acknowledges and agrees that they will use their best endeavours to respond promptly to any request or query from the Consultant.</p> <p>(d) If the Client becomes aware of any matter which may change the scope or timing of the Services then the Client will give written notice of same to the Consultant.</p>	11.4	<p><b>11.4 Default and Consequences of Default</b></p> <p>Interest on any monies payable shall accrue from the date when payment becomes due, until the date of payment, at a rate of three and a half percent (3.5%) per calendar month (and at the Consultant's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>14.1 If the Client owes the Consultant any money the Client shall indemnify the Consultant from and against all costs and disbursements (including legal costs) incurred by the Consultant but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Consultant's collection agency costs, and bank dishonour fees.</p> <p>14.3 Further to any other rights or remedies the Consultant may have under this agreement, if the Client has made payment to the Consultant by credit card, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Consultant under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.</p> <p>14.4 Without prejudice to any other remedies the Consultant may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Consultant may suspend or terminate the provision of Services to the Client, and the Client will not be liable to the Client for any loss or damage the Client suffers because the Consultant has exercised its rights under this clause.</p> <p>14.5 Without prejudice to the Consultant's other remedies at law the Consultant shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Consultant shall, whether or not due, become immediately payable:</p> <p>(a) any money payable to the Consultant becomes overdue, or in the Consultant's opinion the Client will be unable to make a payment when it falls due;</p> <p>(b) the Client becomes insolvent (convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or otherwise becomes insolvent or unable to pay its debts as they fall due);</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or asset of the Client;</p>	17.8	<p><b>17.8 General</b></p> <p>The failure by the Consultant to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Consultant's right to subsequently enforce that provision. If any provision of these terms and conditions is held to be unenforceable, the validity, enforceability, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p>
12.	<p><b>12.1 Commonwealth Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")</b></p> <p>Nothing in this agreement shall have effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.</p>	11.5	<p><b>11.5 Confidentiality</b></p> <p>Subject to clause 13.2, each party agrees to treat as confidential the other party's Confidential Information, and agree not to divulge it to any third party, without the other party's written consent.</p> <p>13.2 Confidential Information excludes information:</p> <p>(a) generally available to the public domain (without unauthorised disclosure under this agreement);</p> <p>(b) received from a third party entitled to disclose it or by the written consent of the other party;</p> <p>(c) that is independently developed;</p> <p>(d) that is required to be disclosed by law, regulations or administrative order.</p>	17.9	<p><b>17.9 Dispute Resolution</b></p> <p>If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute, written to (specify) identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute is not resolved, either party may refer the dispute to arbitration by hand or sent by certified mail to the other party refer dispute to arbitration. Any arbitration shall be:</p> <p>(a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and</p> <p>(b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.</p>
13.	<p><b>13.1 Reimbursable Expenses</b></p> <p>The Consultant shall be reimbursed for all expenses reasonably and properly incurred in connection with the provision of the Services, except where specifically stated in the Proposal to be non-reimbursable. All Reimbursable Expenses (e.g. travel, costs, government and application fees, search fees, photocopies, advertisements and notices, air freight and courier services, rental of special equipment, parking and fares, accommodation, telephone, facsimile and other incidental costs and expenses, etc.) will be charged at the cost involved (excluding any GST) plus an administration fee of five percent (5%) thereof.</p>	11.6	<p><b>11.6 Default and Consequences of Default</b></p> <p>Interest on any monies payable shall accrue from the date when payment becomes due, until the date of payment, at a rate of three and a half percent (3.5%) per calendar month (and at the Consultant's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>14.1 If the Client owes the Consultant any money the Client shall indemnify the Consultant from and against all costs and disbursements (including legal costs) incurred by the Consultant but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Consultant's collection agency costs, and bank dishonour fees.</p> <p>14.3 Further to any other rights or remedies the Consultant may have under this agreement, if the Client has made payment to the Consultant by credit card, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Consultant under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.</p> <p>14.4 Without prejudice to any other remedies the Consultant may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Consultant may suspend or terminate the provision of Services to the Client, and the Client will not be liable to the Client for any loss or damage the Client suffers because the Consultant has exercised its rights under this clause.</p> <p>14.5 Without prejudice to the Consultant's other remedies at law the Consultant shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Consultant shall, whether or not due, become immediately payable:</p> <p>(a) any money payable to the Consultant becomes overdue, or in the Consultant's opinion the Client will be unable to make a payment when it falls due;</p> <p>(b) the Client becomes insolvent (convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or otherwise becomes insolvent or unable to pay its debts as they fall due);</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or asset of the Client;</p>	17.10	<p><b>17.10 General</b></p> <p>The failure by the Consultant to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Consultant's right to subsequently enforce that provision. If any provision of these terms and conditions is held to be unenforceable, the validity, enforceability, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p>
14.	<p><b>14.1 Provision of the Services</b></p> <p>Both parties shall make all reasonable effort to ensure the Services are provided in accordance with this agreement and take all necessary reasonable steps to minimise any possible delay thereto. However, any time specified by the Consultant for provision of the Services is an estimate only, and the Consultant will not be liable for any loss or damage incurred by the Client as a result of any delay. In</p>				

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## The Property Inspectors Pty Ltd – Terms & Conditions of Trade

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business days from the site inspection or our attendance at the strata company, a 50% refund of the initial order will be refunded if requested.

- 20.16 All reports or documents will be provided in electronic format only, via email or shared Dropbox link, a hardcopy of the documents can be provided though they will attract additional fees for administration, printing and postage.
- 20.17 Regarding Existing Building & Pest or Existing Strata Reports for sale on our website: In some cases, we may have not completed a report at the time of posting a product on our website, or we are updating the current report that we have posted within our website for sale. All reports will be released to the vendor and/or purchasers within a maximum period of 72 hours from the date and time we were on site, or from when a buyer has chosen to download a copy of the report from our website. No refunds are applicable once you have commissioned a report, or if you have chosen to download a report from our website.
- 20.18 Should the consumer make payment over the phone via card at the time of confirming the booking and/or order, and then subsequently read and decline our Terms & Conditions and choose not to proceed with the order, a 100% refund will be applicable subject to our office receiving the cancellation of the order within an email prior to 2pm on the day before the inspection was due to be carried out.