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

- Definitions "Consultant" means The Property Inspectors Pty Ltd (as trustee for Property Inspectors Trust) TIA 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) TIA The Property Inspectors Pty Ltd. Clear means the person's requesting the Consultant to provide the Services as pecificial namy invoka, document or consult and if there more than one person requesting the Services is a reference to each person jointy and Clear means the trust of the Instead of the Services is a reference to each person jointy and Clear there more than one person requesting the Services is a reference to each person jointy and **1**. 1.1 8.8 1.2
- 1.3 severary. "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. "Documentation" means any documents, designs, dawnys, details, specifications or other materials provided, 8.9 utilised or created incidentally by the Consultant in the course of it conducting, or providing to the Client, any services. 1.4
- 1.5
- voces. Topcail means the letters or other documents prepared by the Consultant and submitted to the Client to describe scope of Services to be provided, the personnel and equipment proposed to be utilized, and the amount or hor claculation of the fean of reimburstie expenses. If means the price payable for the Services as agreed between the Consultant and the Client in accordance with 8.10 1.6
- of this contract. ntial Information" means information of a confidential nature whether oral, written or in electronic form but not limited to, this agreement, either party's Intellectual Property, operational information, know-how, rrets, financial and commercial affairs, contracts, client information and pricing details. 1.7

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 sourcessm Competition a **2.** 2.1

## **3.** 3.1

- 3.2
- Acceptance The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and 8.11 These terms and conditions if the Client places an order for, or accepts Services provided by the Consultant. These terms and conditions may only be amended with the Consultant's consert in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Consultant. 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. 3.3

**4**. 4.1 e in Control len shall give the Consultant not less than fourteen (14) days prior written notice of any proposed change of ship of the Client and/or any other change in the Client's details (including but not limited to changes in the name, address, contact phone or fax numberis, or business practice). The Client shall be liable for any loss of by the Consultant as a result of the Client's failure to comply with this clause.

### ent's Responsibilities Client shall (at their own cost) as soon as practicable:valid 5. 5.1

- make available to the Consultant all relevant information, documents, drawings, certificates of title, plans, survey information and other particulars relating to the Clerit's requirements for the Services, and the Consultant is entitled to rely thereor. The Consultant shall not be liable whetever for any enrors in the Services that are caused by incorrect or inaccurate information being supplied by the Clerit; make arrangements to enable the Consultant to their upon the intended site (and other premises as necessary) to enable the Consultant to provide the Services. Clicat activatelloges and agrees that they will use their best endeavours to respond promptly to any request or forther horness aware of any matter within they vill use their best endeavours to respond promptly consults. Clicat horness (a)
- (b)
- 5.2 query from the Consultant. 11th Cellent 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. 10.1 5.3

### **6.** 6.1

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- Fee and Payment
  At the Consultant's sole discretion the Fee shall be either:
  (a) as indicated an any invoice furnished by the Consultant to the Client for Services provided; or
  (b) the Consultant's Fee at the date of provision of the Services, calculated on the Consultant's current labour
  rates; or
  (c) the Consultant's estimated price (subject to clause 6.2) which will be valid for the period stated in the Proposal
  or of therwise for a period of thinty (30) days and (unless otherwise specified in writing) excludes Reinhouseable
  Expenses.

- Expenses. Consultant reserves the right to change the Fee: to include any Reimbursable Expenses as per clause 7; if a variation to the Services (including any variation to the Client's brief/specil requested; (a) (b)
- (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-
- variations will be charged in fifteen (15) minute increments at the Consultant's current hourly rate of \$300 + GST (d)
- (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 surface of 2.2% will be applied on top of the invoiced amount for administration and merchant flees combined
- merchant fees combined All variations to this agreement will be settled via credit card and payment taken prior to any works commercing and prior to the release of any design, reports or documents. The client approves The Property inspectors to change there card to settle all variations at the time of the approval (vertial, lext, email or any third-payrigetile to this agreement).

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- tc) seven (7) days tolowing the end of the month in which a statement is posted to the Client's address or address for notices;
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- 12.2 use parces. spip by the Consultant of any form of payment other than cash shall not be deemed to be payment until that form yment has been honoured, cleared or recognised and until then the Consultant's ownership or rights in respect Services, and this agreement, shall continue. 6.8

Reimbursable Expenses
The Consultant shall be reimbursed for all expenses reasonably and properly incurred in connection with the
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provision of the Savious, except where such expenses are specifically stated in writing by the Consultant as being
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protocopies, advertisements and noises, air freight and course services, retail of special exploration fees, search fees,
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protocopies, advertisements and noises, air freight and course services, retail of special exploration, telegohom, tacismile and dheri nodental costs and expenses, etc.) will be charged at the
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cost michel (exclusion) (SST) to the Counsultant, plas and ambiastato the of the protent (SS) meters).
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# sion of the Services

- **8.** 8.1 Provision of the Services 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 damage incurred by the Cleant sa a result of any delay. In the event that the consultant is unable to provide the Services as agreed solely due to any action or inaction of the Cleant, then the Cleant shall any to the Consultant 14.1 Services as agreed solely due to any action or inaction of the Cleant, then the Client shall any to the Consultant 14.1
- stagy and the metry do will be put back and/or the duration of the Sarvices actended by whatever times is 14.2 commonies and will be put back and/or the duration of the Sarvices actended by whatever times is 14.2 consolie in the event bat the Consultant claims an extension of time (by giving the Client writen notice as per set 3), where providen the Sarvices is delayed by an event bayond the Consultants control, including but not etc. a single set of the sarvices is delayed by an event bayond the Consultant; or have the intended site ready for the Sarvices (including any delay caused by the non-completion of prevalue) and consultant that the intended site is a ready. In this agreement, the Consultant must immediately notify the Client in writing of the cause and nature tradence will be agreement. The Consultant must immediately notify the Client in writing of the cause and nature in of the heavy will be to client in the order site to client in writing of the cause and nature tradence will be agreement. The Consultant must immediately notify the Client in writing of the cause and nature in of the heavy will be to client in the oders and the entrolicited will be to constant the client in the note is bayes the structure bayes and the articipated will be to client in the oders and the entrolicited will be to client in the oders and the structure and the oders and the articipated will be to client in the oders and the structure and the oders and the articipated will be to client in the oders and the articipated will be to client heavy and the articipated will be to client heavy and the articipated will be to client heavy and the structure bayes and the articipated will be the oders and the structure barries the provider the structure barries the structure barries the oders and the articipated will be the oders and the structure barries barries the structure barries the oders and the articipated will be the oddres barries barries the oddres the structure barries barries barries the barries the 8.2
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  (1) The constant agreement, the contract will be used on a provide the sale during the sole of the report. The involute and end within the contract will be used on a provide the sole of the report.
  (2) The constant arriver will be prepared to view and the during within the contract.
  (3) The constant arriver and will be charged on a provide the basis. We have included within the contract will be used on a fore ther 8.6
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- - e readings and water entry assessment maximum of 1 location.

- Awning Inspection maximum size of awning to be no more than 6m in length. Strata complex assessments covers up to a maximum of common areas/body corporate assets of 5 (n) (o)

or all orders received and paid for and cancelled on the same day, a 30% administration fee will be pplicable and a 70% refund will be made to the commissioning party on the 1<sup>st</sup> of the following month evaluates if the Mark Order has been prepared listed signal and another the same the same transmission of the same t

In the signed from signored via regly email the vehal contract in piace will stand and the Terms & Conditions and any skilly of the commissioning party element in place. (I) Should the commissioning party element in place. (Iii) Should the commissioning party element is agreement while the administration learn is processing the order, seeking consent from the party that is providing access, or whild are used to a term of the provide the commissioning party element is already been made, to return will be over the the consultant to the commissioning party element is already been made, to return will be over the the consultant to the commissioning party terminate this agreement whild contract sum has not yet been made, the commission of party terminate this agreement whild contract sum on the device the party of the commission party terminate this agreement whild contract sum on the device the signed on administration of the commission of a background contract sum on the device the termination noice being commission of party will still be labed for the ful contract sum on the date of the termination noice being commission of a background be able of the ful contract sum on the date of the termination noice being commission of a background be background to also be done party if the other party: (a) commits a material black of any id a background which the gardement, and if such breach is capable of the party may terminate this agreement by wittlen notice to the breach is provided by the other party (b) within wetry-terpit(12) days and the date on which written notice of the breach is provided by the other party is agreement is terminated for any reason then termination however caused does not affect any accound influence to any applicable legislation. If a party terminate this agreement in accordance with clause 15.3 then the defaulting party is liable for ad-indemnifies the non-defaulting party against any loss of whatever nature incurred by the non-defaulting party.

Privacy Act 1988
The Clerk agrees for the Consultant to obtain from a credit reporting body (CRB) a credit report containing credit information (e.g., name, address, D.O.B., occupation, previous credit applications, credit highlight the Clerk in relation to credit provided by the Consultant. The Cleak agrees that the Consultant and scalar agree scalar information about the Cleint with those credit provi with related tody contractions that the Consultant and the Cleak agree model.

related body corporates for the following purposes: to assess an application by the Clent; and/or to notify other certip provides of a default by the Clent; and/or 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 including the Client's repayment history in the preceding two (2) years.

years. The Client consents to the Consultant being given a consumer credit report to collect overdue payment on commercial credit.

(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services, and/or
 (c) processing of any payment instructions, direct debt facilities and/or credit facilities requested by the Client; and/or
 (d) enabling the collection of amounts outstanding in relation to the Services. The Consultant may give information about the Client to a CRB for the following purposes:
 (e) to obtain a consumer credit report.
 (f) allow the CRB may include:
 (f) payment to the CRB may include:
 (f) payment of the Consultant maintain a credit information file about the Client including credit history. The information as outlined in 16.1 above:
 (f) whether the codel provider is increase;
 (g) whether the cared provider is increase;
 (g) whether the codel provider is increase;
 (g) whether the codel provider is increase;
 (g) the disconsumer credit defaults, overdua account, son repayments or cultanating mories which are overdue by more than skyli (60) days and for which written notice for request of payment has been made and defat recorry action commenced or alternatively that the Client client is any overdua accounts and the consultant has been made and or alternatively that the Client client of any days discounts and the consultant has been made and or dherwise discharged and all defatis surrounding that discharge (e.g. dates of payments);

information that, in the opinion of the Consultant, the Client has committed a serious credit infingement; advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (§150). Client shall have the right to request (by e-mail) from the Consultant: a copy of the information about the Client retained by the Consultant and the right to request that the Consultant correct any incorrect information; and that the Consultant does not disclose any personal information about the Client for the purpose of direct matheting. payments); information that, in the opinion of the Consultant, the Client has committed a serious credit infring

matching. The Consultant will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfit the obligations of this agreement or is required to be maintained and/or stored in accordance with the law. The Client can make a privacy compliant by contacting the Consultant via e-mail. The Consultant will respond to that within thirty (30) days of receipt of the compliant, in the event that the Client is not satisfied with the resolution provided, the Client can make a captical to the Information Commissioner at www.cait.gov.au.

A the Consultance so discretion, if there are any dispute or claims for unpaid Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply. Nothing in this agreement is intended to have the effect 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 Activite applicable.

Limitation of Liability
 The Consultant underfaces to act in all professional matters as a faithful consultant to the Client, whose interests will be watched over with skill and care. Notwithstanding, the Consultant taskal only be liable to the Client for the consultant on any negligent act, or unision or statement of the Consultant taskal only be liable to the Client for the consultant is so liable, and the normal taskal only to the extent and imitations referred to in classes 18.2.
 (a) the loss and damage for which the Consultant is so liable, and the recompense to be made by the Consultant to a Client for the so-the value of any single act, onission or statement, but shall not under any circumstances exceed (b) the table in the close of the consultant is a client of the Consultant taskal only to the extent and ingring directly from the score of the sortices agreed on the sort of any single act, onission or statement, but shall not under any circumstances exceed (b) the liability of the Consultant taskal cover only direct loss or damage in tegeport of the sortice agree agree of which the Client is alleled on the consultant state of the Sortices agreed of which the Client is lable and responsible (as between the Client and the the Client shall be deemed to exclude loss or damage sustained by are their gary hindright to the Client shall be deemed to classis on statement stad to have caused alleged loss or damage sustainable.
 The liability of the Consultant to the Client shall exclient to reduring a negligent act. Onission or statement stad to have caused alleged loss or damage sustainable.
 Mohindrawing table, as each in writing the Consultant state of the report being carried out, unless the maximum table to client is male damin writing the Consultant that the client state of the client state the c

Displate Resolution If a dispute network of the parties to this contract them either party alial send to the other party a noise of dispute networks deautably identifying and providing dealls of the dispute. Within fourteen (14) days after service of a noise of dispute, the parties shall conter at least cone, to attempt to resolve the dispute. At any such conference each party shall be represented by a perion having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved after party may by further noise in writing delivered by hand or sent by certificant to the other party refs such dispute to advitation. Any abitiation shall be: (a) referred to a single abitiator to be nominated by the President of the Institute of Abitrators Australia; and (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Abitrator.

General 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 Consultants right to subsequently enforce that provision. If any provision these terms and conditions shall be invalid, void, flegal or unenforcable the validaty, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impared. These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales, the state in which the Consultant has its principal place of business, and are subject to the jurisdiction of the

Sydney (28D court in that state. Subject to clusses 2 and 18, the Consultant shall be under no liability whatsever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Consultant of these terms and conditions (alternatively the Consultant siability) that allo limited to damages which under no circumstances shall acceed the Fee). The Client shall not be entitled to set of against, or deduct from the Fee, any sums owed or claimed to be owed to The Property Inspectors may license or sub-contract all or any part of its rights and obligations without the Client's consent.

The Proventy inspectors may license or sub-contract all or any part of its rights and obligations while the Client's constitu-tion approxes that the Consultant may amend these terms and concilience at any time. If the Consultant makes a tradeging to lines the miss and conditions, this hind the dange will like effect from the data on which the Consultant provides and the consultant provides services to the Client. Neither party shall be liable to carry data (the consultant provides Services to the Client. Neither party shall be liable for any default due to any act of Cod, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event bayon the reseanable control of either party. The obligations of clauses 12 and 13 shall survive termination or cancellation of this agreement. The Client variants that it has the power to enter in this agreement and has obligational all nocessary authorisations to allow to do so, it is not insolvent and that this agreement creates binding and valid legal dolgators or it. All Reports are valid for a period of nome than 7 days from the date the inspection was carried out, unless stated otherwise within the report.

otherwise within the report one share the second se

notestrata for their third-party consultants for example engineers, pool compliance officers, peet inspectors and toolse fill asbeetiss contractors. This contract allows for a tobal of 1-hour tarvel time (20 minutes to and 30 minutes from stab), using our head officers to branch officers and the instability of them he additional time regulared to travel b and from site, you be involved at the rate of 3300 per hour < SST, overgroup consultants time and more value expresses. Should you have sattled this account via credit card, the credit card on file will be used to settle this additional trave time. Should you have sattled this appendix the instruction of the required the regions.

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Building and Construction Industry Security of Payments Act 1999

Interval crosts. [Clint agrees that personal credit information provided may be used and retained by the Consultant for the wing purposes (and for other agreed purposes or required by): the provision of Services; and/or analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or

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General

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- (c) Strata complex assessments covvers up to a maximum of common areas/body corporate assets of 5 apartimets. Should this contract nominate the type of building being inspected, and should that be a different building type or used hubiding building being inspected, and should that be a different building type or used hubiding building being inspected, and should that be a different building type or used hubiding building being inspected. The Property Inspectors will amond this contract leve using business, or used of norm, that is factual. Should you have settled this account via credit card, the credit card on time this additional devices. Should you have settled this account via credit card, the credit card on time this is clarula. Should you have settled this account via credit card, the credit card on time a originally commissioned with the subject to the quantity of defects specified within this contract. Should there be additional defects using this contract, as the basis for a nor tata amended invoice covering the additional defects and program that the contract as the basis for a nor tata amended invoice covering the additional defects and the noted. All pre-purchase during the defect specified on the report. All pre-purchase during the defect specified to the report of the release of the report. All pre-purchase during the account via credit card, the credit card on the wall be used betted the sadditional defects using this contract as the basis for a nor tata amended invoice covering the additional defects and the noted and payment will be required prior to the release of the report. All pre-purchase purching a defect and the noted in card assessments are used, nor food clarks cardied out by a called builder using this contract as the basis are used, nor food clarks cardied out by a called builder using the purchase purching a detection the the hardware builder to the top the set cardied out by a called builder using the purchase purching a detection the target and the secting the contract and th 15.2

- untening a securities resource resource and the securities of the Electrical We run tests on the powerpoints by installing earth leakage test kits. We test each light switch, dimmer switch and exhaust fan switches to confirm if the fitting associated with that 15.3 witch is in working order.
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- lient acknowledges and accepts that: the Consultant: (i) will communicate etert consulant: dia communication maybe subject to inherent hazards in decronic distribution and as such the Consultant communication maybe subject to inherent hazards in decronic distribution and as such the Consultant common variant against delays or enrors. In transmitting data between the Callent and the Consultant variant agrees that to the maximum extent permitted by law, the Consultant will not be liable for any losses which the Client states as a result of internet interruptions beyond the Consultant and cause delays or enrors in transmitting instructions and/or confirmations; uil only can you choices as a transmitting instructions and/or confirmations; uil only can you choices commencement of the Services in writing. The Consultant shall note laid in any way indicover for any damages or losses that occur after any subsequent commencement of notingend damages and that the terminet of the Services in the consult control after any subsequent commencement of notingend damages and that the terminet of the services in the consult of the services of the consult control and the services of the consult of the services of the servi 15.4 (i) **16.** 16.1
- the Services. (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.
- Services will be charged accordingly under clause 6.2. Nominated Consultantant The Consultant may (if their consider it apoptinate to do so) recommend the engagement of third-party consultants, 16.3 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 consultant's work, or varrant that the recommendations of the consultants are appropriate to adoutate, or are if for their purpose, or that they are not given negligent). 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 lability, whether in negligence or otherwise, to the Client in relation to any services performed by the consultants.

### nal Property Securities Act 2009 ("PPSA")

**9.** 9.1

10.3

- In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. 16.5 10.2

  - meaning given to it by the PPSA. 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: (a) all Materials will be suggisfied in the future by the Consultant to the Client. (b) all Materials will be suggisfied in the future by the Consultant to the Client. (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 security support of all more tarry obligations of the Client to the Consultant to the Client. The Client has any time provide and that will be providen in the future by the Consultant to the Client. The Client has the providen that the future by the Consultant to the Client. The Client has the providen that the future by the Consultant to the Client. ent undertakes to:
  - Client undertakes to: 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; (i) register a financing statement or financing change statement in relation to a security interest on the personal Property Securities Register. (ii) register any other document required to be registered by the PESA or (iii) ocreted a defect in a statement referred to in clause 10.2(a)(i) or 10.2(a)(ii); (a)

  - (b)
  - (iii) Contract a breach in a satement in respect of in casher (C2(R)) or (C2(R)). Informity, and upon demand reimburs, the Consultant for all expanses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any registration made thereby. not register a financing change statement in respect of a security interest without the prior written consent of 16.7 (c)

  - the consultant: (d) only digits or point to be registering al floancing distanced or a fearching change statement in relation to the operation of the digits which the float which consult all dis consultant is an examination the Consultant and the Client agree that sectors 56, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client valves their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. 16.8

  - PPSA.
     16.9

     The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
     16.9

     Unless charvice agreed to in writing by the Consultant, the Client waives their right to receive a verification statement in acconditionar with section 157 of the PPSA.
     16.9

     The Client must unconditionally rafily any actions taken by the Consultant under clauses 10.2 to 10.5.
     Subject Car any grams provisions for the PPSA.
     17.1

     of ontracting out of any of the provisions of the PPSA.
     17.1
     17.1

- Security and Charge
  In consideration of the Consultant agreeing to provide Services, the Client charges all of its rights, tife and interest
  (whether joint or servers) in any kand, really or other assets capable of being charged, owned by the Client either
  mov or in the future, to secure the performance by the Client of its obligations under these terms and conditions
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- The Client irrevocably appoints the Consultant and each director of the Consultant as the Client's true and lawful attorney's 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 behalt. 18.2

### Intellectual Property

- Intellectual Property The Consultant state retain covenential of the copyright to all Documentation and know-how produced by the Consultant during the course of the Services. The Consultant grants to the Client a non-exclusive, myshy-free and invercable learners to use the Documentation arising cut of the provision of the Services. Duri ofly of the site for which it was intended. The Client shall not use or make copies of any Intellectual Property without the prior written constant of the Consultant. The Client warrants that all designs, specifications, information and instructions to the Consultant will not cause the Consultant to inform any dams, registered design or trademark in the execution of the Client's order. "Untermore, the Client agrees to indemnify, defend, and hold the Consultant harmings from all loss incurred or suffered by the Consultant string from any claims, registered design or trademark in the execution of the Client's order. "Untermore, successful are simplement of any preservice the Client string or the client's order." 18.3 18.4

(a)

(c) (d)

(e)

(f)

(g)

(h)

Please note that a larger print version of these terms and conditions is available from the Consultant on request.

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. Confidential Information excludes information:

Default and Consequences of Default Interest on overload invoices shall accound daily from the date when payment becomes due, until the date of payment, at a note of three and is half percent (0.5%) per culterate month (and at the classifiant's sole discretion such interest if the Classification of the Consultant any money the Clark shall informing the Consultant for and against all costs and disclussments incurred by the Consultant in money the Clark shall informing the Consultant for and against discluss-mesting and the classification of the Clark shall be classified and the clark shall be classified and the classified and t

rees tegal costs on a solicitor and own client basis, the Consultant soliciton agency costs, and bank distinctures of the client has made displayed by the consultant may have under this agenement. If the Client has made the head for the agency costs, and bank distinctures of the client has made the provement to the Consultant to your the cost of the client has made the display. If additional the displayed to the consultant to any three costs incurred by the Consultant under this dates for a displayed to the client has made the displayed to any other displayed to any other displayed to the consultant to any three reads in contractive time to the Client is in breach of any displayed to the Consultant's cost in contractive time to the Client has made any more than the client displayed to the Consultant's cost in contractive time to the Client has made any displayed to the Consultant's cost in the Consultant shall be entitled to cancel at or any part of the displayed to the Consultant's cost of the consultant's cost on the client's displayed to the Consultant's agreement. With our produce to the Consultant's agreement with the client when the mains untified and all amounts owing to the Consultant's agreement on due for payment, become immediately payable it. (Consultant's accurate the client when the mains a payment when it falls due; (C) an ecciever, and as agreement when that displayed or similar person is appointed in respect of the Client when the mains a payment when the falls due; (C) and cover, and the agreement when the there are not accurate the client when the mains a mager, liquidoto (provisional or otherwise) or similar person is appointed in respect of the Client when the mains a payment the falls due; (C) and cover, and agencies and assignment for the benefit of its creations; or any compared the Client when the mains approve the the client when the ma

20.7 or party may suspend or terminate this agreement by giving the other party no less than fourteen (14) days prior enclose of their intention to do so, and in this case: the Client shall pay to the Consultant all amounts owing to the Consultant for Services provided up to the date 20.9 of terminatior, or determinatior, or determinatior, or determination, or de

of termination; or
 (b) the Consultant shall not be obligated to refund any deposit paid by the Client to the Consultant for the Services 20.10
 prior to the termination of this agreement; and
 (c) the Consultant shall not be liable for any loss or damage whatsoever arising from such termination.
 20.11

elled prior to three business days of the sched s banking fees if payment was received via car nent within three business days and up to 4:00pm the 50% of the originally quoted or invoiced amount will be out on the 1= of the following month. (Note: business days

deemed that the W less if the Work Or

ds the business day prior to the se

- generally available in the public domain (without unauthorised disclosure under this agreement)
- generation of the other party entitled to disclose it or by the written consent of the other party; that is independently developed; is required to be disclosed by law, regulations or administrative order.

For all orders that have been invoiced or paid and ca proposed appointment, a 100% refund is applicable m

ult and Consequences of Default

taining the report alter your want or need for this report, our company will NOT offer a refund or disc o original order as long our office releases the report within 7 business days from your online firmed. No refunds are applicable for a report being released within 7 days from your online order n 7 days rder of a within 7 busines eport, a 50% refu f placing your orde strata

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- off requested. or documents will be provided in electronic format only, via email or shared Dropbox link, a h ents can be provided through hey will attract additional fees for administration, printing and post Existing Building & Pest or Existing Strata Reports for sale on our sales, we may have not completed a report at the time of posting a product on our website. Will be released to the vendor and/or purchases within a maximum period of 27 hours from th ere on step, or from when a buyer has chosen to download a copy of the report from our v applicable ones you have commissioned a report, or if you have chosen to download a 20.17
- 20.18 umer make payment over the phone via card at the time of confirming the thy read and decline our Terms & Conditions and choose not to procese pplicable subject to our office receiving the cancellation of the order within the inspection was due to be carried out. 20.19
- before the inspection was due to be carried out. to of and its appendies and statchments, as issued by TPL, takes procedence over to the extent of any inconsistencies, and only the Report and its appendiess and at of the inspector scoremonitations, stata be relied upon by you perty inspectors do not offer the service of any verbal advice. Should the client any verbal advice the our consultant whit to our the failed, should be to face, on also varies of the inspector score and white our the service of any verbal advice. Should the client any verbal advice to face, on also or the service of any verbal advice. Should the client any verbal advice the takes, this advice carries the relied upon, and it does not form pa varies that the context. 20.20
- 20.21
- while the contract. u choose to have communication with our consultant prior to their report bein issioning party, any advice received cannot be relied upon and we recommer the property until you have read the report and understood the content within nsible for the written advice within our report. 20.22 d you not receive the report within the timeline outlined within this agreement, you are to check your spam / junk box, as reports often end up there due to anti-virus software's that you may have installed on your drawneement.
- computer system. 20.23 All reports will be produced within 28 business days from the day our consultant is on site or from the date documents have been received via email or registered post.