

GENERAL TERMS AND CONDITIONS

BUILDING CLASSIFICATIONS BCA - CLASS 1, 2, 3, 9C BUILDINGS - VOLUME TWO OF THE NCC

1. Refer to BUILDING CLASSIFICATIONS under (The National Construction Code (NCC) Australia sets) Class 1, 2, 3, 9c BCA buildings NCC Volume Two.
<https://ncc.abcb.gov.au/ncc-navigator/building-classifications>
2. It's important to note that any activities beyond the specified terms are considered beyond the designer's license conditions and capabilities.

REVISIONS AND ADDITIONS

3. Significant design changes requested by clients during any stage, exceeding 2 hours' worth of worktime outside the initial scope, will incur additional fees, invoiced based on the hourly rates.
4. Tasks extend beyond the defined stage terms and conditions, exceeding the boundaries of the designer's scope of work, will involve an extra fee charged per hour rate to accommodate these additional services.
5. Client-Initiated significant changes requested by the client beyond the agreed-upon scope will incur additional fees invoiced based on the hourly rate.
6. Revisions and additions requested after the final plans will incur additional fees, invoiced based on the hourly rate, unless necessitated by the Building Designer's error.

SCOPE OF WORK SCHEDULES

7. The design schedule is aligned with the outlined scope of work. Delays resulting from unforeseen conditions, regulatory reviews, client-requested changes outside the contract scope, or other circumstances beyond the Designer's control do not fall under the Designer's responsibility.
8. In the event of delays in the design process, if additional time beyond the stipulated schedule is deemed necessary from the

Designer's perspective, the client will be notified with a valid reason for the extension.

CONSULTANT REFERRAL AND CHARGES

9. The building designer might suggest consultants for required services as per project needs. However, any charges from appointed consultants during the design phase are solely the client's responsibility. Payments to these consultants should be made directly by the client.
10. Should there be any modifications during the design phase, any extra fees accrued will be the client's sole responsibility.
11. The designer will directly communicate with the consultant regarding plans and reports to ensure smooth coordination throughout the design process.

CONSTRUCTION DOCUMENTATIONS

12. All work conducted must adhere strictly to the final approved plans; any deviations from these plans will be the sole responsibility of the client.
13. Construction necessitates the use of final stamped plans approved by the nominated authority.
14. The client is accountable for any work carried out outside the approved final stamped plans by the authorities, as well as any work conducted before or not in compliance with the specified approval conditions.
15. Prior to initiating any work, on-site verification is mandatory. The contractor assumes responsibility for confirming all site conditions and requirements.
16. The plans must be comprehensively reviewed in conjunction with all pertinent consultant drawings and specifications.
17. In the event of any errors, the client must promptly communicate directly with the designer and refrain from assuming any corrective actions under any circumstances.
18. Compliance with the Building Code of Australia (BCA), Australian standards, and all other pertinent Acts and regulations associated with the plans is mandatory.



19. Plans must be read in conjunction with all relevant consultants' drawings & specifications.
20. Must comply with Building Code of Australia (BCA), Australian standards and any other Acts and regulations associated with the plans.
21. Note: The designer does not bear responsibility for on-site construction or material costing.

INSURANCE AND LIABILITIES

22. CSR Homes consulting services carry \$2M Professional Indemnity Insurance and \$5M Public Liability Insurance. Copies of our current certificates of currency will be provided upon request.
23. "Dual design and engineering PI" is a professional indemnity insurance policy. The policy contains various exclusions including, Asbestos, Bodily Injury, Building inspection, Deliberate Acts, and Directors and Officers.

PRIVACY STATEMENTS

24. CSR Homes, protecting your personal information is my priority. I ensure that your data is handled responsibly and trusted by service providers. As part of my commitment to securing approvals and constructing your home, your personal details may be shared with various parties, including CSR Homes staff, approving authorities, certifiers, engineers, material suppliers, subcontractors, you, and your advisors, and for future marketing communications and building approval.
25. I only collect and utilize the personal information necessary to conduct my business and provide my products and services to you. By reviewing and acknowledging the contents of this statement, you are providing consent for CSR Homes to store and utilize your personal information for these purposes.
26. You retain the right to request access to your personal information at any time.
27. This statement aims to clearly outline the handling of personal information while ensuring that the consent and access rights of the individuals involved are acknowledged and respected.

28. The Building Designer shall have the right to use any drawings and photographs taken before, during, and after construction for marketing purposes.
29. Prior to invoicing payment, the client will receive draft plans for review and revision. Final plans, DWG Files, Reports and Certificates will be provided upon the completion of the agreed-upon payment.
30. Additionally, the CAD files, being the sole property of the Designer, will not be shared with any party, including the client, under any circumstances.

GENERAL CONDITIONS

31. The Building Designer shall not be held liable to the Client for any omissions or misinterpretations of the plans due to deviations from the structural layout in the plans presented.
32. The Building Designer's liability to the Client for any breaches shall be limited to the sums paid or owed by the Client to the Building Designer under this agreement in the event of any legal claims presented.
33. The Building Designer operates as an independent contractor, and nothing in this agreement shall establish or imply employment, agency, joint venture, or partnership relationship between the Building Designer and the Client.
34. This document and its attached exhibits and additions encompass the complete agreement between the involved parties concerning the Building Designer's work on the project.
35. All previous, contemporaneous, and preliminary negotiations, understandings, agreements, commitments, and representations are consolidated within this document. No representations, warranties, or promises related to this agreement have been made by, nor will it be binding upon, either party, except as explicitly stated in this agreement.
36. Any alterations or modifications to this agreement must be signed by all parties involved; oral amendments will not be considered valid.



37. I understand the terms of agreement would be in accordance with AS4122-2010 as standard for engagement of consultants.

COPYRIGHT AND DETERMINATION OF CONTRACT

38. CSR Homes reserves the copyright for all plans and documents exclusively relevant to the project. Final plans will be accessible upon receipt of payment.

39. All documents created by the Designer are copyrighted. The Designer consents to granting the client a license with a certificate to utilize the design solely for a single site only. The Designer retains the right to revoke this license if payment is not made in accordance with this agreement.

40. The Designer and the client both reserve the right to terminate the contract for a valid reason. The Designer's fees are payable for the completed works up to the date of termination notice.

41. In instances where the Designer provides sketches, drafts, designs, or ideas but the client does not proceed with the contract agreement, the client is restricted from using this content without obtaining written approval from the Designer. Unauthorized use without explicit written consent from the Designer will be deemed a violation of copyright and intellectual property rights.

42. The Designer's name may solely be utilized if the project is constructed in adherence to the Designer's documented plans. Under no other circumstances should the Designer's name be used.

43. The client acknowledges the Designer's entitlement to conduct a professional photography session upon practical completion, at a time convenient for the client.

44. The client acknowledges the Designer's right to publish the resulting photographs while also acknowledging the client's right to safeguard personal information.

45. The client has the right to cancel building design services, the client will be responsible for the payment of services performed up to the date of cancellation fee invoiced based on hourly rate times the number of unpaid hours. Any cancellation of building design services shall be done in writing. The client shall give at least 2 weeks' advance notice prior to cancellation.

46. If the client breaches the terms of this agreement and such breach is not justified with reason in writing within seven days to CSR Homes, they have rights to stop work and/or terminate this agreement and the client shall pay all amounts due to the CSR Homes for its work prior to this termination.

47. Additionally, CSR Homes reserves the right to pursue all available legal or equitable remedies in the event of such a breach by the client. CSR Homes shall not be held accountable for any damage or delays to the client schedules from the termination of project work.

48. In the event of project disapproval, the reasons for disapproval by the authority will be categorized as follows.

49. Should the disapproval result from design amendments required by the authority, the designer will undertake the necessary amendments without additional charges. (Please note, any expenses related to consultant's work involved will be the client's responsibility.)

50. Conversely, if the disapproval is rejected due to client-requested design alterations despite prior notification by the designer of possible rejection, additional service fees will apply based on an hourly rate. This includes any additional work by consultants, which will be the full responsibility of the client.

51. This contract concludes upon project approval by the authorities. Any additional client-requested work falls beyond the scope and will require a new fee proposal.

