

# **COMPLETE APPROVALS TRADING TERMS & CONDITIONS**

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## **GENERAL**

1. The following words shall have the following meanings in these terms and conditions:-
  - a. **Client** means the person to whom the Services and Quote is addressed to as stipulated on the Quote;
  - b. **Complete Approvals** means Complete Approvals Pty Ltd as trustee for the Chase Family Trust ABN 18 593 244 559;
  - c. **Due Date** means 7 calendar days after the date of the Tax Invoice;
  - d. **Quote** means the Quote presented to the Client containing the services and to which these terms and conditions are annexed;
  - e. **Services** means the services Complete Approvals shall provide as stipulated and outlined in the Quote;
  - f. **Tax Invoice** means the invoice sent by Complete Approvals for payment by the Due Date for the work performed and sent in accordance with the relevant GST laws.
2. Complete Approvals agrees to provide the Services outlined in the Quote for the fees as outlined in the Quote.
3. Quotes remain valid for a period of 14 days from the date of the Quote. On expiry, Complete Approvals reserves the right to revise all or part of the quoted fee proposal, or its Services scope.
4. These terms and conditions supersede all prior agreements relating to the scope of Services for the project in the Quote and contains all of Complete Approvals obligations to the Client.
5. Acceptance of the Quote, whether by email, verbal, writing or otherwise constitutes acceptance of these terms and conditions. Continued instruction to Complete Approvals and request of Services by Complete Approvals in accordance with the Quote shall also constitute acceptance of these terms and conditions.
6. Any additional services other than what is stipulated in the Quote, or changes required to be performed by Complete Approvals over and above such services, or any changes made to the original project brief or change of scope entirely by the Client shall be chargeable to the Client in addition to the Quote.
7. No subsequent correspondence, document or discussion shall modify or otherwise vary these terms and conditions unless such variation is expressed to vary these terms and conditions, agreed in writing and signed by Complete Approvals.
8. Complete Approvals is not responsible or liable in any way for delays due to outside agencies such as planning or government authorities, engineer's reports and third-party contractors or for drafting changes made by the Client.
9. Complete Approvals is not responsible for delays in the Client's schedule due to changes in the Client's drafting requirements.
10. Complete Approvals may license or sub-contract all or any part of its Services required in the Quote or its rights and obligations including the drafting of the project without the Client's further consent but Complete Approvals acknowledges that it remains at all times liable to the Client for the completion of the Quote.
11. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from

these terms and conditions.

12. These terms and conditions shall be construed fairly and not to the detriment of Complete Approvals merely because they were responsible for their drafting.
13. The law applicable to these terms and conditions shall be the law of Western Australia.

## **FEES/PAYMENT**

14. The fees cover only the scope of Services set out in the Quote (and if applicable according to the fee options selected by the Client where there is more than one option available to the Client).
15. The Client undertakes to pay the fees set out in the Quote in accordance with the agreed payment conditions contained in these terms and conditions, the Quote, the Tax Invoice, and any other reasonable direction as requested by Complete Approvals in accordance with these terms and conditions.
16. The fees are based on the scope of Services stated in the Quote. The Client must pay to Complete Approvals, all fees plus applicable taxes and expenses as specified in the Quote upon provision of a Tax Invoice.
17. A 50% deposit of the Quote price must be paid to Complete Approvals before any Services are performed. The initial deposit payment will be taken off the Tax Invoice amount or total amount of the Services contained in the Quote.
18. Once the Client has reviewed their project and confirms it is complete (or that portion thereof of the Quote is complete), the final balance for that item of the Quote is due for payment upon receipt of the Tax Invoice.
19. Complete Approvals will send a Tax Invoice to the Client with the relevant portion or portions of the Quote work completed or entire project the subject of the Quote. Payment of the Tax Invoice is due on or prior to the Due Date.
20. Complete Approvals reserves the right to:-
  - a. request additional upfront payment of Services contained in the Quote before performing those Services;
  - b. request progress payments and send interim Tax Invoices as Services milestones contained within the Quote are achieved for the amount contained within the Tax Invoice before progressing the project or performing any additional Services; and/or
  - c. without any liability to the Client whatsoever, withhold any lodgement of approvals or other Services obtained, lodgement of application, request of reports or otherwise suspend the Services in part or entirely, until payment of all fees in the Quote or payment of requested fees contained within the Tax Invoice are received.
21. Complete Approvals shall advise the Client as soon as practicable that additional services are required, will be required, have been required, or are being carried out and that as a consequence, additional fees are or will be payable. A separate Quote if necessary will be provided based on the changes required.
22. Accounts and fees which remain outstanding for 28 days after the date of invoice will incur an additional late payment penalty fee equivalent to 10% of the total project cost contained within the Quote.
23. The Client may not deduct, reduce or withhold any payments due to Complete Approvals under these terms by reason of any claims or alleged claims against Complete Approvals.

## **COMPLETE APPROVAL'S OBLIGATIONS**

24. Complete Approvals undertakes to consult with the Client in order to facilitate the completion of the agreed Service milestones in the Quote as well as the completion of the drafting and design approval of the project as a whole to the requested design of the Client.
25. Complete Approvals shall comply with all reasonable and lawful requests of the Client in providing the Services for the project subject always to Complete Approvals meeting any regulatory guidelines or otherwise.
26. Complete Approvals shall perform the Services with due regard to the Client's requirements and in order to obtain the necessary approval from the relevant government authority for the Client's project.
27. Nothing in these terms and conditions shall effect Complete Approval's right to exercise its own judgment and discretion and to utilise its skills as it considers most appropriate, including without limitation recommending or implementing changes to the Client's instructions (or providing recommendations to the Client) in order to achieve compliance with any regulations or statutes or directions or otherwise in providing the Services under the Quote to the Client.
28. Complete Approvals gives no express or implied warranty that the project is fit for the Client's purpose and has relied upon the Client's instructions in preparing the paperwork.
29. Complete Approvals is not responsible for ensuring the construction of the project past the obtaining of any authority approval or that construction of the project complies with the supplied documentation, approvals received or any conditions imposed on any approval given by any government or regulatory authority, engineer or otherwise.
30. Complete Approvals is not responsible for directly employing any other consultants, contractors, builders or otherwise involved or required by the project or construction of the project unless otherwise stated in the Quote.

## **CLIENT'S OBLIGATIONS**

31. The Client shall provide clear and concise instructions for the project.
32. The Client shall be responsible to supply Complete Approvals with the brief and shall advise Complete Approvals of the relative priorities of the brief, the project schedule and written directions or communications as necessary to ensure complete understanding or such project priorities by Complete Approvals.
33. The Client will be responsible for directly employing all other consultants, contractors, builders or otherwise involved or required by the project that are not specified in the Quote.
34. Where decisions are required of the Client, such decisions shall be given in a reasonable time to Complete Approvals to enable Complete Approvals to perform the Services properly and in a timely manner and to finalise the project.
35. The Client covenants that they are either the owner of the premises or is acting with the authority of the owner of the premises and authorised to be able to engage Complete Approvals.
36. The Client undertakes not to withhold payment for any reason when requested by Complete Approvals.

## **COPYRIGHT AND LICENSE**

37. Complete Approvals retains copyright in all designs, drawings, models, plans, specifications, design details and any other materials provided by the Complete Approvals in connection with the project until the fees are paid.
38. The Client grants Complete Approvals the ability to take photos of completed projects for use as content on their website, for marketing material or any other means deemed necessary.

## **CANCELLATION TERMINATION OR SUSPENSION**

39. The Client may suspend or cancel the performance of any or all of the Services by giving written notice to Complete Approvals, specifying the Service or Services to be suspended or cancelled. If the Client suspends or cancels any services, the Client expressly acknowledges that they shall still be liable to pay for Services rendered up until the point of suspension or cancellation. If there is any surplus between the deposit paid and Services rendered such amount shall be returned to the Client.
40. Complete Approvals reserves their right to suspend or cancel performance of the Services and its obligations under these terms and conditions and the Quote by giving five (5) days notice to the Client of the intention to do so and the grounds for doing so, particularly in the event that the Client is in default of payment of any fees, or other amounts due, or is otherwise in default of its obligations under these terms and conditions.
41. If able to be rectified, when the reason for the suspension is removed or resolved, Complete Approvals shall resume performance of the Services and its obligations under these terms and conditions for the Client.
42. If:-
  - a. any period of suspension arising from a valid notice served either by the Client or Complete Approvals, continues without rectification; or
  - b. the Client does not respond to any correspondence of Complete Approvals; or
  - c. otherwise no further instructions are received;for a continuous period of at least 90 days, Complete Approvals shall be entitled to treat the Services as being abandoned and its engagement as being terminated with immediate effect and without any further notice and shall be entitled to render a Tax Invoice to the Client for all work performed to date and close the matter.
43. The Client expressly acknowledges that at all times irrespective of the Services being cancelled, suspended or terminated under this clause that they shall still be liable to pay for Services rendered up until the point of suspension, cancellation or termination.

## **DEFAULT**

44. The Client will be in default if outstanding money is not paid by the Due Date under these terms and conditions.
45. Without prejudice to any other rights of Complete Approvals the Client shall be charged additional penalty interest of 5% per annum calculated on a daily basis on any payment in arrears and outstanding from the Due Date up until the point of payment being received by Complete Approvals.
46. If the Client does not pay the outstanding balance for the Tax Invoice on or before the Due Date, Complete Approvals may, without further notice to the Client and without prejudice to

any other remedy it may have, forward the Client's outstanding account to a debt collection agency or solicitor for further action.

47. The Client acknowledges and agrees that after the Due Date, the outstanding balance owed to Complete Approvals shall include, but not limited to, all applicable fees, costs and charges under the Quote and Tax Invoice and any penalties and interest charged under these terms and conditions, and in the event of the Client being in default of the obligation to pay and the overdue account is then referred to a debt collection and/or law firm for collection, the costs payable in enforcing the debt, whether incurred directly or not by Complete Approvals or by the debt collecting agency and shall be calculated on a full indemnity basis and added to and form part of the debt and the total shall be treated as a liquidated demand.
48. In addition, if the Client is in default and the Client has not paid its Tax Invoice within 45 days of the Due Date, the Client acknowledges and covenants with Complete Approvals and charges all its real and personal property to Complete Approvals including the ability for Complete Approvals to lodge at the Client's expense a caveat over the Client's property to further secure the outstanding debt and amounts owed by the Client under these terms and conditions.

## **LIABILITY**

49. The Client acknowledges that the Client may forfeit any rights if any, they may have against Complete Approvals if the Client applies the Services provided by Complete Approvals for any other use to which the Services are not intended for and/or not in accordance with any applicable instruction or authorised use by Complete Approvals.
50. Complete Approvals shall not be liable whatsoever if the Client applies the Services provided by Complete Approvals for any other use other than those which the Services were intended.
51. Complete Approvals shall have no liability for any use of the materials involved in the project or the building and construction of the project other than the design work performed by Complete Approvals and the preparation of the design that was originally prepared and provided by the Client.
52. Complete Approvals reserves its rights not to perform some or all of the Services for a purpose which in Complete Approval's sole discretion or opinion is contrary to their intended use irrespective of the request of the Client or that which is contrary to any regulatory authority or guideline requirements.
53. Complete Approvals shall not be liable for any alteration to the Services or plans or approval received if carried out by the Client or any other person other than in accordance with intended alterations performed by Complete Approvals.
54. The Client further acknowledges that it shall be solely responsible for any damage or injury to property or person caused by the performance of or construction of the project, irrespective of using Complete Approvals to provide the Services for the design and shall indemnify in full Complete Approvals, its servants and/or agents in relation to all such claims.
55. The extent of Complete Approvals liability, is reduced proportionately to the extent that the Client and/or any other person, including any third party, has contributed to the claim, liability, damage, loss or expense and irrespective of whether such contribution arises in contract, tort or otherwise.
56. If Complete Approvals is found to be liable to the Client, Complete Approvals will only be liable for any reasonable foreseeable and unmitigated damage, loss or expense incurred by the

Client, caused directly by a breach of Complete Approvals legal obligations or negligence. Complete Approvals has no liability to the Client in respect of any indirect, consequential or special losses (including loss of profit, loss of business or opportunity, payment of liquidated sums, or damages under any other agreement) or the construction of the project or engagement of third party contractors involved in the construction of the project.

57. In the circumstances where the agreed Services are reduced, limited or varied by later agreement, instructions, or the agreement is suspended, cancelled or terminated prior to the completion of the agreed Services, Complete Approvals liability will attach only to those Services actually performed and then only to the extent that the reduction of that part of the Services has not compromised or not denied Complete Approvals the opportunity to correct the performed Services or to otherwise mitigate the Client's loss.
58. Complete Approvals is not liable for any damage, loss or expense incurred by the Client as a consequence of any change that the Client or any other person makes to the Complete Approval's documents, or from any variation to the works from the Complete Approvals documents or any variation to the project resources, consent or the project building consent, made without prior written notice to or approval by Complete Approvals or any regulatory authority.
59. Complete Approvals shall not be liable to any person other than the Client and disclaims responsibility for any liability, damage, loss or expenses suffered or incurred by such person in performance of the project.
60. Complete Approvals liability for a breach of a condition or warranty or failure to perform the Services is further again limited to the:-
  - a. Supplying of the relevant Services again so as to comply; or
  - b. Payment of the cost of having the relevant Services issue rectified.
61. Subject to the remaining clauses of this section, and notwithstanding anything else in these terms and conditions, whether any of these clauses are void as a result of any applicable legislation, or any regulations or rules, and in any event, then Complete Approvals total liability to the Client under the Services rendered (including the performance or non-performance of the Services), is limited to the maximum amount of the Quote.

## **DISPUTE RESOLUTION**

62. The parties shall seek to resolve any dispute or difference arising under the performance of the Services in good faith.
63. If the parties cannot resolve such dispute or difference within 30 days of either party serving notice on the other that a dispute has arisen, then either party may submit the dispute to mediation by delivering to the other a written proposal of mediation.
64. A proposal of mediation must state the name of the mediator accredited by the Resolution Institute who is independent and willing to act.
65. If the parties are unable to agree on a choice of mediator, or if the chosen mediator is unable or unwilling to act, then within seven (7) days after the proposal is delivered, the chairman or president of the Resolution Institute (or the president's or chair's delegate) in Western Australia, must be requested to nominate a mediator.
66. Any agreement made between the parties at mediation shall be recorded in writing and, once signed by the representatives of the parties, shall be binding on the parties.
67. The parties will bear their own costs of preparing and submitting evidence to the mediator. If the mediator finds that the mediation has been initiated or conducted frivolously then the

mediator shall have the power to order the party so initiating or conducting the mediation to pay the reasonable costs of the other party for preparing for and attending the mediation. If such costs cannot be agreed, then these costs will be assessed by the mediator whose decision shall be binding on the parties.

68. If the parties are unable to resolve the dispute or difference by mediation, confirmed by the mediator in writing, either party may take legal action to resolve the dispute.