

Variations, Terms and Conditions

Variation to scope of work

In the event that you seek to vary the agreement as to work to be undertaken then it will be necessary for us to enter into a formal written agreement as to the work and the professional costs and outgoings to be charged before I proceed further with the scope of work

Disbursements

You must reimburse me for expenses incurred by me in respect of the following:

- a. Fees paid by me to statutory authorities
- b. Perspective and rendered drawings
- c. Models
- d. Sundries to include mobile charges, STD & ISD telephone calls, text charges, faxes, photocopying, production costs, air freight, courier services, travel expenses related to the project outside normal expectations
- e. Photographic records requested by you of the project

Approval as to design

I will submit to you for approval the documentation comprising the scope of works including but not limited to the design, plans, colour schemes, furniture layout, lighting, floor treatment, window treatment and electrical configuration prior to the commencement of work. I will require you to provide written confirmation as to your acceptance of the work in advance of the commencement of the work to be undertaken on your behalf.

Any variations to the work will be dealt with in accordance with this agreement.

Publication of design/photography of completed project

You agree that at the completion of the project I am authorized to enter the premises either alone or with a photographer or such other person or persons who I may engage to take photographs of the design or video of the premises or to prepare an article as to the design and refurbishment.

I have the right to publish information as to the project, but I will confirm with you in advance that you do not have any objections to disclosure of identity as to the address of the premises or occupants.

If you wish to publish the project you are required to inform me in advance and do all acts and things necessary to ensure that I will be accredited in writing as the author of the design.

Copyright

The drawings, specifications and any other document relating to the project and provided by me remain my property at completion of the project.

The drawings, specifications and any other document relating to the project shall not be used for any other work unless I have agreed in writing in advance to such usage.

Termination

This agreement may be terminated by me orally and confirmed in writing or in writing on any of the following grounds:

- a. If you indicate to me that the work is to be undertaken in such manner that I believe will be unsuitable or compromises the final design, or
- b. If I form the view that there will be a safety issue in relation to the project, or as to employees or contractors or the general public, or
- c. If I form the view that any amendments or variations to the project requested by you will compromise the outcome agreed upon in accordance with this agreement, or
- d. If you fail to pay the Tax Invoices in a timely manner in accordance with this agreement, or at all, or
- e. If you fail to provide adequate instructions within a reasonable time, or
- f. If you provide instructions that are deliberately false or intentionally misleading
- g. For any other just cause

You may terminate this agreement provided that you give me 10 days' notice in writing.

In the event that this agreement is terminated then all work undertaken by me up to notification of the intention to terminate the agreement must be paid for by you in accordance with the terms of this agreement.

Acceptance of the services

By paying fees you accept the terms and conditions of outlined

Terms and Conditions

The following terms and conditions apply in respect of the scope of works:

- a. I will not be responsible for any delays that may be caused by events outside of my control such as breakdown of machinery, workers' strikes, freight strikes, floods, hurricanes, bush fires, acts of terrorism and no claim or demand will be made by you to me or variation as to the fees as a result of such delay. Please note that this is not an exhaustive list of such events.
- b. I will recommend the selection of items to be used in the scope of work based on the manufacturer's description of the item and its use, but I will not guarantee the suitability of the item nor the purpose for which the item is intended if such purpose is not recommended by the manufacturer.
- c. I cannot be held responsible for any litigation arising from the failure to obtain relevant planning approval from councils, planning authorities, heritage councils and the like if I have recommended to you that such approvals should be obtained in advance of the commencement of the project. In such circumstances I will require written confirmation from you that such recommendations have been made and that you have elected to proceed in the absence of such approvals.
- d. I do not guarantee that the work I am engaged to undertake will increase the value of the property or that a sale will be achieved or that the sale price negotiated for the property will be increased by virtue of the work undertaken in accordance with the scope of works.
- e. I cannot be held responsible for incorrect measurements supplied to me by the client and such cannot be held accountable for furniture items, decorations, renovation works and the like, (Please note this is not an exhaustive list) that do not fit within the space.
- f. I cannot be held responsible if you decide you do not like the final solution

Disclosure

I will receive at times commission from various companies and such commission is not refunded to you from the fees quoted or reflected as a refund in the Tax Invoice rendered to you

Your responsibility

You have engaged my services. You have responsibilities to me as a client which include the following:

- a. You will do all acts and things and sign all such documents as may be required to apply for and obtain approvals as to building works from the local council and other authorities to undertake the work in respect of the premises.
- b. You will provide me with a copy of the approval of the proposed works at the time of engagement of my services.
- c. You will inform me at the time of engagement of my services of any relevant affectations relating to the premises.
- d. You will ensure that all covenants are disclosed to me at the time of the engagement of my services.
- e. You will ensure that all building codes are observed.
- f. You will ensure that you have effected public liability insurance/workers compensation in respect of the premises as to employees and independent contractors and you will provide to me a copy of the policy at the time of engagement of my services.
- g. You will ensure that you comply with all matters relating to occupational health and safety requirements so that the premises will be free from hazards and dangers and you will do all acts and things to avoid risks of injury
- h. You will ensure all measurements provided to Inspired Spaces Designs Pty Ltd are correct

Privacy Protection

Personal information about you, provided by you and other sources, is protected under the *Privacy Amendment (Private Sector) Act 2000*. Disclosure of such information may however be compelled by law (eg under the *Social Security Act.*). You also authorize me to disclose such information when necessary to others in furtherance of your matter.