

The terms and conditions set out below ("terms and conditions") govern the provision of all services provided by renovation estimating company Pty Ltd (acn 626 795 257) ("renovation estimating") and by using the services of renovation estimating you agree to these terms and conditions in full.

1. contract

- (a) the quote will be valid for 30 days and subject only to an agreement between the parties to extend this time frame, the quote cannot be accepted after this time frame has expired.
- (b) you shall be deemed to have accepted the quote and to have entered into a contract when:
 - (i) you advise renovation estimating that you accept the quote, whether in writing or otherwise;
 - (ii) you instruct renovation estimating to proceed to supply the services even if you have not expressly accepted the quote; or
 - (iii) you pay the fees.

2. time-frame for provision of services

renovation estimating will use reasonable endeavours to provide the services within:

- (a) 6 to 10 business days; or
- (b) if, in the opinion of renovation estimating, the services are complex, 5 to 12 business days, From when you pay the fees.
- (c) Administration fee will apply when upgrading Preliminary Estimation to Construction Estimation

3. additional services

- (a) you may at any time request additional services to be supplied which exceed the scope of the quote (additional services).
- (b) if you request additional services, renovation estimating may issue you with a new quote for the additional services and you agree that these terms and conditions are incorporated into any such new quote without the need for renovation estimating to provide them to you again.

4. invoicing and payment

- (a) renovation estimating may render invoices to you at any time for services supplied by renovation estimating to you.
- (b) you must pay in full the unpaid amounts in any invoice within 7 days of the invoice issue date, unless otherwise agreed in writing. Time is of the essence.
- (c) if an invoice is not paid within the 7 days renovation estimating may have the right to cancel the contact
- (e) the fees and all other amounts payable by you to renovation estimating are exclusive of gst unless expressed otherwise in the quote or invoice.
- (f) unless the parties agree otherwise, you must pay the fees to renovation estimating in advance of renovation estimating providing the services to you. To avoid doubt, renovation estimating does not have to commence work until the fees have been received by renovation estimating in cleared funds.

5. acknowledgements and warranties

- (a) you acknowledge and agree that:
 - (i) unless otherwise expressly agreed, the estimation will be based on similar / non-compliant products and materials and may, for example, be based on industry average prices for specified products and materials;
 - (ii) if you require renovation estimating to review any estimation, provide responses in relation to questions regarding the estimation, obtain and provide any conforming quotations and/or provide any other additional services then additional costs may apply;
 - (iii) while renovation estimating's estimations are provided by experienced estimators, due to the nature of construction and, in particular, differing methods of construction, there is always an inherent risk of inaccuracy. It is therefore your responsibility to ensure that all details in the estimation, including quantity and cost estimates, are acceptable to you before use, and that the estimation should not be the only source of information on which you rely;
 - (iv) the estimation must not be used for any purpose other than for the project to which the services relate to; and
 - (v) the estimation is confidential and remains the intellectual property of renovation estimating.
- (b) you warrant that:
 - (i) you have obtained all necessary third party consents to the supply of the services by renovation estimating to you, including consents to the use of intellectual property held by third parties; and
 - (ii) all information provided by you, including any quantities and costs are correct and accurate, and conform to all requirements under the national construction code published by the Australian Building Codes Board, as revised from time to time, and all other applicable legislation.

6. termination

- (a) renovation estimating may at its absolute discretion terminate the contract at any time by giving you notice in writing ("termination notice").
- (b) upon receipt of the termination notice, you must immediately pay all amounts outstanding and payable by you to renovation estimating pursuant to the contract.
- (c) if renovation estimating terminates the contract pursuant to clause 6(a) prior to the supply of any services, then it will refund any fees relating to those services to you.

7 limit on liability

- (a) all estimations are produced by experienced estimators and are provided to you in good faith and are believed to be accurate, appropriate and reliable at the time they are given, however, renovation estimating gives no warranty in relation to the services provided and you expressly agree that use of the services is at your own risk.
- (b) to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are not expressly set out in this contract are excluded; and
 - (ii) renovation estimating is not liable or responsible in any way to you or any other person for any loss suffered as a result of any error, omission, deficiency, discrepancy or issue with the services.
- (c) where by law renovation estimating is not able to exclude terms, guarantees, warranties, representations or conditions but is able to limit its liability, then to the extent permissible by law, renovation estimating limits its liability for any breach, to supplying the services again or, at renovation estimating's option, refunding the fees to you.
- (d) you acknowledge that the services are not for personal, domestic or household purposes. If however, the Australian Consumer Law (ACL) does apply to the contract, then these terms and conditions only exclude the ACL guarantees that can be excluded under the ACL and where renovation estimating's liability can be limited under the ACL, renovation estimating's liability is limited to the supply of the services again or the cost of re-supplying the services.

8. indemnity

- (a) you indemnify and keep indemnified renovation estimating and its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to you) against renovation estimating in connection with any loss arising from or incidental to the provision of services, any quote or contract.
- (b) you indemnify renovation estimating against all costs and expenses incurred by renovation estimating as a result of your failure to perform your obligations under the contract, including enforcement costs and party to party legal costs.
- (c) this clause 8 remains in force after the termination of the contract.

9. privacy

- (a) in the course of dealing with you, renovation estimating will collect personal information from you.
- (b) you agree to allow renovation estimating to collect and use the personal information collected from you for the purpose of supplying the services to you, marketing and providing other goods and services to you and otherwise in accordance with any privacy policy that renovation estimating may provide to you.
- (c) you agree to renovation estimating disclosing your personal information to other organisations in order to facilitate supply of the services to you.

10 miscellaneous provisions

- (a) if any part of the contract is or becomes void or unenforceable, that part is or will be severed from the contract to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.
- (b) these terms and conditions can only be varied by written agreement of the parties.
- (c) any notice or invoice that renovation estimating may give or issue to you pursuant to these terms and conditions will be deemed to be validly given or issued if posted, faxed or emailed to you at your contact details set out in the quote.
- (d) renovation estimating is not liable to you for any default or delay in the supply of the services to you due to circumstances beyond renovation estimating's control including, but not limited to, the unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of god, government decrees, proclamations or orders and failures or malfunctions of computers or other information technology systems.
- (e) the contract shall be governed by the law of New South Wales and the parties consent to the non-exclusive jurisdiction of the courts of New South Wales.

11. construction

In these terms and conditions, unless the context requires otherwise:

- (a) "contract" means the contract for the supply of services by renovation estimating to you, constituted by these terms and conditions and the quote.
- (b) "estimation" means the construction estimation report prepared by renovation estimating as a part of the services;
- (c) "fees" means the amounts payable by you to renovation estimating for the services, including all fees, disbursements and GST as set out in the quote.
- (d) "GST" has the same meaning in the new tax system (goods and services tax) act 1999 (cth);
- (e) "invoice" means an invoice rendered by renovation estimating to you under clause 4;
- (f) "loss" includes, but is not limited to, direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, costs (including party to party legal costs), expenses, lost profits or revenue, lost data, personal injury and property damage;
- (g) "quote" means a written quotation issued by renovation estimating to you for the supply of services to you;
- (h) "services" means the estimation of quantities of materials and costs in the building and construction described in the quote, including any other product and service inclusions specified in the quote and excluding any product and service exclusions specified in the quote;
- (i) "you" means the person requesting renovation estimating to supply the services the subject of these terms and conditions;
- (j) a reference to a person includes:
 - (i) a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority; and
 - (ii) the person's executors, administrators, legal personal representatives, successors, assigns and persons substituted by novation;
- (k) a reference to the parties is a reference to renovation estimating and you; and
- (l) if you are a trustee, the contract binds you both personally and in your capacity as a trustee.