

## Standard terms and conditions

The terms and conditions stated below apply to all projects that KiS Drafting & Design undertakes. Accepting a quote from or paying an invoice to KiS Drafting & Design constitutes acceptance of these terms and conditions.

### Quoted fees

1. Up to two rounds of design changes and one site visit are included in the quote during the concept phase.  
*Note: Design changes do not include a complete new concept. If the original scope changes significantly (i.e. from a single storey to a two-storey) a new concept fee or additional hours (see No.3) will be charged, depending on the new scope. A reasonable extension of time must also be granted to complete the work.*
2. The preparation and submission of development and construction certificate applications are not included in drafting and/or concept design rates. These will be quoted separately.

### Additional hours (fees)

3. Additional hours will be completed at the hourly rate of \$130.00 (inc gst).
4. Additional hours may be incurred for extra design changes, changes by builders after client approval, and variations not included in the original scope, etc. Additional hours will be agreed upon with a client before undertaking.
5. We highly recommend a survey be completed by clients for each site prior to any concept design or drafting of plans. This is so accurate levels and dimensions can be used, as they can affect the design. If a survey is provided after a design or plans have been completed, any changes required will be charged as additional work at the hourly rate above (see No.3).
6. All care will be taken to ensure required documentation is provided up-front for building applications. However, if additional reports/certification or changes to plans are required by a regulatory authority after initial submission, additional hourly fees (see No.3) and third-party fees may be charged.

### Payment

7. After a quote is approved, invoices will be sent for each stage of work (i.e. concept, detailed plans, DA application) at the beginning of each stage.
8. Work will be scheduled to commence on a project after payment of a stage has been received.
9. Completed drawings will only be handed over when full payment has been received.
10. Full payment is required once work is completed, even if clients no longer require the design or plans.
11. If the client fails to make payment within 30 days, we hold the right to appoint the services of a debt collection agency to collect the outstanding fees. A cost calculated at 15% of the outstanding fee will also be added for administration costs, plus any fee charged by the collection agency.

### Payment methods

12. Payment can be made by either cash (in person) or direct debit. See invoice for banking details.

### Intellectual property and copyright

13. All documentation produced by KiS Drafting & Design remains our intellectual property and is copyrighted, unless a written agreement is made to purchase copyright with the client.
14. KiS Drafting & Design can use any client drawings or renders for marketing, advertising and promotion, unless agreed upon in writing prior to engaging our services.
15. If a client requires changes to an existing plan designed by a third-party, the client is responsible for ensuring no copyright exists for the existing design. We take no responsibility for checking copyright for sketches, concepts or designs provided by clients.
16. We are happy to use design elements or inspiration from existing sources; however we will not knowingly alter another company's design without written consent from that company.

## Liability

17. We are not liable for any loss or liability incurred that is the fault of the client, or third parties engaged by or on behalf of the client.
18. We provide guidance only through our advertised business consultancy and are not liable for any advice or recommendations provided. Clients are responsible for obtaining any legal advice required.
19. If inclusions are requested by a builder or client that we do not believe comply with standards and legislative requirements for planning approval applications and building permits, we will provide professional advice and notify the client of the likelihood of non-approval. In these cases, we do not take any responsibility for non-approval by relevant authorities.

## Terms

20. KiS Drafting & Design is a trading name and refers to the sole trader entity Peter John Clyne.

## Scope of work

21. The scope of work is as outlined below:

### Concept plans

A custom design that includes a floor plan with basic dimensions, site plan, elevations, and a 3D perspective. The concept plan can be used to obtain quotes from builders.

### Basic builder's plans

A basic set of plans for builders:

- cover page with location map
- site plan
- floor plan
- elevations
- sections / details.

### Development application (DA) / construction certificate (CC) plans

A set of plans to be submitted with your development and/or construction certificate application, they include the basic builders set of plans as well as:

- electrical plan
- floor coverings plan
- site analysis plan (optional).

Additional plans can be included as required, such as:

- kitchen plan
- wet area details plan
- window & door schedule
- slab layout plan.

### Building applications

KiS Drafting & Design can take care the preparation and submission of all building applications needed prior to starting construction, including Development (DA), Complying Development (CD) and Construction Certificate (CC) applications. We can also engage and liaise with third-party suppliers to obtain all required building reports, including engineering, surveying, bushfire, etc.

This service does not include obtaining quotes for, or appointing, a builder as your principal contractor. We will liaise with your appointed builder wherever necessary to ensure a smooth application process.

*Note: Our fee does not include charges from third- party suppliers for reports or application fees, we will arrange a competitive quote that will be invoiced separately.*