



## **TERMS & CONDITIONS OF ENGAGEMENT**

### **CONCEPT DRAFTING SOLUTIONS PTY LTD ACN 166 756 565**

Please read these terms and conditions of engagement carefully, as in the event of acceptance of this quotation they will be binding upon you. It is Concept Drafting Solutions Pty.Ltd (hereinafter referred to as CDS) policy to strictly enforce its terms of business in the event of any dispute.

- (1) Scope of Services:** CDS will provide the client the services described in these Terms of engagement and the accompanying documents.
- (2)** Any travel or accommodation costs are payable by the client and are additional to the quotation.
- (3)** CDS is not required to visit the construction site or clients premises during the engagement.
- (4) Skill and Care:** CDS will exercise skill, care and diligence in the course of engagement. CDS relies upon clearly identified dimensional information presented by the client. CDS shall not accept responsibility for discrepancies or ambiguities within the documents or dimensional information provided by the client.
- (5) Change of Scope of Services:** The quotation for services are based on facts known to CDS at the time of preparation of those documents including information supplied by the client. If there is a change in the facts, documentation, information, scope, order or timing of the services, CDS will be entitled to amend the quotation. CDS will provide the client with an amended scope and schedule for the provision of the services and an amended price each of which will be deemed to have been approved by the client if not objected to within five (5) business days after receipt by the client.
- (6) Fees:** The client must pay CDS the fee exclusive of any tax.
- (7) Variations:**
  - (7.1)** For whatever reason will be charged at a rate of \$70 per hour exclusive of GST.
  - (7.2)** No variations will be carried out unless the client authorizes the variation in writing.
- (8) Terms of Payment:**
  - (8.1)** For drawing projects up to four (4) weeks duration:
    - (8.1.1)** 25% deposit on placement of order
    - (8.1.2)** 50% payment within seven (7) days after issue of drawings for approval
    - (8.1.3)** 25% paid within seven (7) days after issue of drawings for fabrication
    - (8.1.4)** Retention monies shall not be withheld.
  - (8.2)** For drawing projects over four (4) week's duration:
    - (8.2.1)** 25 % deposit on placement of order and progress claims made on 15th day of each month and paid within seven (7) days from invoice.
    - (8.2.2)** Retention monies shall not be withheld.
- (9) Delays and Changes in the Law:** If events beyond the control of the client or CDS result in delay to any schedule agreed for the provision of the services, that schedule will be amended to the extent necessary to compensate for the delay. CDS will be entitled to an extension of time for providing the services equal to the delay. CDS may adjust the price to reflect any increase in costs or loss as a result of the delay unless the delay is caused by CDS. If after the date of engagement of CDS under these Terms of Engagement there is a change to laws, licenses, permits, approvals or statutory authorities relevant to the services and that change directly or indirectly increases the costs of performing the services or results in any loss being incurred by CDS, then the price shall be increased accordingly.
- (10) Termination by client:** The client may terminate the engagement of CDS at any time for any reason. If the client terminates the services of CDS any fees owing to CDS shall become immediately due and payable.
- (11) Termination by CDS:** CDS may terminate the engagement if any money payable to CDS has been outstanding for more than seven (7) days.
- (12) Time Limit for making of Claims:** No claim can be made at the expiration of three (3) months from the completion of the services, by CDS, its servants, agents and sub steel detailers.
- (13) Intellectual Property Rights:** CDS retains copyright and all other proprietary rights in the reports, drawings and other documents and concepts provided by CDS as part of or in connection with the services. The client shall have a license to use the reports, drawings and other documents provided by CDS in connection with the services for the purpose for which those reports, drawings and other documents are prepared. The client shall not use or make copies of those reports, drawings or other documents for any purpose other than for which they were originally prepared. Payment in part or full does not constitute ownership; drawings always remain the property of CDS and shall be returned upon demand.



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- (14) **Re-Use or alteration of CDS Documents:** If the client reuses or alters CDS documents without the authority of CDS it does so at its own risk and indemnifies and holds CDS harmless against any claims by anyone of whatsoever nature against CDS.
- (15) **Return of Documents:** The license conferred upon the client pursuant to clause ten (10) will terminate upon:
- (15.1) Failure of the client to make any payment under these Terms of Engagement on the due date, and
- (15.2) the termination of the engagement and,
- (15.3) upon termination the client shall then return to CDS all reports, drawings and other documents provided by CDS as part of or in connection with the services, together with all copies or duplicates made by the client.
- (16) **No Assignment:** The client may not transfer, sublet or assign any of its rights or obligation under these Terms Engagement without the prior written consent of CDS. CDS may engage another service provider to assist in a specialist area. CDS will not require the client's consent where it is paying for the fees or costs of such service provider. If however CDS is of the view at the cost of the service provider should be a disbursement to the account of the client, then it will be required to first obtain the client's consent to such engagement.
- (17) **Insurance:** CDS will maintain insurance coverage as per its legal requirements.
- (18) **Disputes:** If CDS and the client are unable to resolve any dispute then either party may take whatever steps it deems appropriate.
- (19) **Fabricating Steelwork Prior to Engineers Approval:** Fabrication drawings will not be issued until electronic copies of all approval issue drawings have been signed off and returned to CDS following approvals review by structural engineer and design consultants. Approval by consulting engineers shall mean the approval of the drawings for structural adequacy. CDS will not held liable for any errors or omissions (or costs associated with this) for steelwork fabricated prior to approval of drawings by consulting engineers. Surface treatment must be checked by the customer prior to fabrication. CDS will not take any responsibility for incorrect information supplied on surface treatment.
- (20) The acceptance of this quotation by the customer acknowledges acceptance of the terms and conditions of engagement herein.
- (21) **Charges on Property:**
- (21.1) In the event that you fail to pay any tax invoice within our trading terms, you agree to charge all your legal and equitable interest in any freehold property in our favor, as security for any outstanding fees;
- (21.2) Further, you agree to execute a mortgage over any such property in our favor within seven (7) days of demand, and which includes a covenant providing that interest may be charged on all outstanding monies at the rate two (2) percentage points higher than the Cash Rate Target at the *relevant date*. The Cash Rate Target is set by the Reserve Bank of Australia and can be viewed at the web location [http://www.rba.gov.au/Statistics/cashrate\\_target.html](http://www.rba.gov.au/Statistics/cashrate_target.html). The *relevant date* means the date the account was issued.
- (22) **Storage of files:** We advise that all our completed files will be stored at the office for twelve (12) months. Thereafter it will be stored off site. Should you wish us to retrieve your file within the seven year period we are required to keep it, a fee of \$55.00 (inclusive of GST) will be charged to you for its recovery.
- (23) **Supervision and delegation of work:** You acknowledge that it is appropriate to charge for the time spent by principals and consultants to supervise other staff members where work has been delegated.
- (24) **Review of rates:** Out charge out rates are reviewed annually on 30 June to take into account changes in costs and other variables. You agree we may increase our rates by no more than five (5) percent annually. If we do so, we will notify you of the change as soon as possible.
- (25) **Credit Card Payments:** If you pay our fees and/or disbursements by way of credit card facility you will also pay the applicable rate of credit card surcharge.
- (26) **Interest on overdue accounts:** Interest will be charged on all accounts outstanding beyond thirty (30) days. The rate of interest charged will be two (2) percentage points higher than the Cash Rate Target at the date the account was issued. The Cash Rate Target is set by the Reserve Bank of Australia and can be viewed at the web location [http://www.rba.gov.au/Statistics/cashrate\\_target.html](http://www.rba.gov.au/Statistics/cashrate_target.html).
- (27) **Lien:** Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of you in our possession we shall be entitled to retain by way of lien any funds, property or papers of yours which are from time to time in our possession or under our control until all costs, disbursements, interest and other monies due to us have been paid.
- Our lien will continue notwithstanding that we cease to work for you.
- (28) **Security of Costs:** We understand that in some cases a client's financial situation prohibits them from paying costs and disbursements as they are incurred. In these circumstances we may agree to work (or continue to) work provided we are given sufficient security for all costs and disbursements (such as by way of a registrable mortgage, charge and caveat etc).
- We reserve the right to seek payment of costs and/or disbursements (either in part or fully and whether incurred or anticipated) or to otherwise seek such contribution towards costs (in addition to any security such as a registrable mortgage, charge, caveat etc) as a condition of our continuing to work for you.



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Concept Drafting Solutions Pty.Ltd Terms and Conditions of Engagement accepted.

Name of Client: \_\_\_\_\_

ABN of Client: \_\_\_\_\_

Address of Client: \_\_\_\_\_

Signed on behalf of client: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_