

Terms & Conditions of Contract

- Based on current workloads, the project given will require a minimum of a 2 week turnaround time once BURGESS & BIRD PTY LTD has received a signed fee proposal and minimum 10% deposit has been made.
- If a Certificate of Title Search is required by the client from the Lands Titles office or the Property Assist website/program, BURGESS & BIRD PTY LTD will charge an additional \$25.00 to your fee proposal without warning.
- **All intellectual property, CAD drawings, associated emails and hard copies of drawings remain the rights of BURGESS & BIRD PTY LTD unless agreed to in writing by a Director.**
- All Fee Proposals are valid for 30days from the date of the Initial Fee Proposal.
- BURGESS & BIRD PTY LTD will instruct all external services pertaining to the project to invoice the client directly for payment. The client is responsible to pay all contractors/consultants/agents or companies associated with the approval and construction of the proposed project in conjunction with their appropriate trading terms and conditions there in.
- The client will accept at all times FULL responsibility to pay all external contractor/services/consultants or agents involved directly or indirectly with the project stated in the fee proposal. BURGESS & BIRD PTY LTD accepts no liability or responsibility for a client's failure to pay these parties.
- BURGESS & BIRD PTY LTD cannot guarantee the Council/Private Certifier will approve your drawings or accept the responsibility of time taken for a Decision Notification to be issued by them.
- **Failure to pay for existing work completed will force BURGESS & BIRD PTY LTD to withhold documentation/information and procedure of further works until the account has been resolved in FULL.**
- It is a company policy of BURGESS & BIRD PTY LTD to issue an invoice to the client at the conclusion of each stage prior to issue of documentation.
- Strictly 7 days for payment to be made after the date of issue on the invoice given.
- No issue of documentation will be released until payment of invoice has been received in FULL.
- The fee proposal attached is stated as the minimum amount of fees required by BURGESS & BIRD PTY LTD given no client variations, council changes, meetings or other information by the client or other external service is required outside that scope of work mentioned. Any further time spent outside these guidelines will be charged at an hourly rate of \$99 per hour incl. GST.
- The client shall be responsible for collection of fee's and/or legal expenses which are in relation directly or indirectly to the project due to late payment of invoices.
- At no time will an editable form of these documents be available to be issued for use by other contractors/parties/companies or businesses unless agreed upon in writing by the Directors of BURGESS & BIRD PTY LTD and a mutual royalty fee is agreed to.