



Terms & Conditions

Pre-Sale Improvement Report Services

Version 1.2

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Controlled Document

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Confidential Business Document

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This document forms part of the Red Cardinal Building Solutions client documentation and should be read in conjunction with any associated service agreement, terms and conditions or report documentation where applicable.



Terms & Conditions

1. Application

These Terms & Conditions apply to all services provided by Red Cardinal Building Solutions ("RCBS") in relation to its Pre-Sale Improvement Reports, Digital Assessments and associated consulting services.

By engaging RCBS, accepting a quotation, paying an invoice or proceeding with our services, the client agrees to be bound by these Terms & Conditions.

2. Definitions

Client means the individual, company or entity engaging RCBS.

Property means the residential property being assessed.

Report means the Pre-Sale Improvement Report prepared by RCBS.

Digital Assessment means an assessment prepared using information, photographs and documentation supplied by the Client.

Recommendations means opinions and strategic guidance contained within the Report.

3. Scope of Services

RCBS provides independent consulting services designed to assist homeowners in preparing residential properties for sale.

The service includes strategic recommendations regarding presentation, buyer perception, functionality and commercially sensible improvement opportunities.

Unless specifically agreed in writing, RCBS does not provide:

- Building inspections
- Pest inspections
- Structural engineering advice
- Quantity surveying
- Building certification
- Property valuations
- Financial advice
- Legal advice
- Interior design services
- Renovation quotations



Terms & Conditions

4. Nature of Recommendations

All recommendations are based upon:

- professional opinion;
- industry experience;
- the condition and presentation of the Property at the time of assessment;
- information supplied by the Client; and
- general market presentation principles.

Recommendations are advisory only.

The Client remains solely responsible for deciding whether any recommendation is implemented.

5. No Guarantees

RCBS does not warrant or guarantee:

- sale price;
- increase in property value;
- buyer attendance;
- time on market;
- return on investment;
- buyer behaviour;
- successful sale;
- market performance.

Property markets are influenced by numerous factors beyond the control of RCBS.

6. Client Information

The Client warrants that all information supplied to RCBS is accurate and complete.

RCBS is entitled to rely upon information provided by the Client without undertaking independent verification unless otherwise agreed.

RCBS accepts no responsibility for recommendations affected by inaccurate, incomplete or misleading information.



Terms & Conditions

7. Digital Assessments

Where a Digital Assessment is requested, the Client acknowledges that:

- recommendations are based entirely upon information and photographs supplied;
- areas not photographed or described cannot be assessed;
- image quality may influence recommendations;
- concealed defects cannot be identified.

Digital Reports should not be interpreted as being equivalent to an onsite inspection.

8. AI Visualisations

AI-generated concept images are illustrative only.

They are intended to demonstrate possible presentation outcomes and should not be relied upon as:

- construction documentation;
- renovation plans;
- engineering drawings;
- specifications;
- finished design outcomes.

Actual results may differ significantly.

9. Third Party Works

RCBS does not undertake or supervise building work unless separately engaged.

Where contractors are recommended or engaged by the Client:

- RCBS accepts no responsibility for workmanship;
- pricing;
- delays;
- defects;
- contractual disputes;
- warranties.

All contracts with third-party suppliers remain solely between the Client and those suppliers.



Terms & Conditions

10. Fees & Payment

Fees are payable in accordance with the quotation or invoice issued.

Unless otherwise agreed:

- deposits are payable before commencement;
- final payment is due in accordance with the invoice;
- reports may be withheld until payment has been received.

11. Refunds, Cancellations & Rescheduling

The Client may cancel the engagement prior to commencement.

Where work has already commenced, RCBS reserves the right to charge for work completed to the cancellation date.

Appointments cancelled with less than 24 hours' notice may incur a cancellation fee.

Where a service is purchased and confirmed through an automated online reservation and payment system, including the Agent Express service, the following additional provisions apply.

Once payment for such a service has been successfully processed and the reservation confirmed:

- the property is immediately withdrawn from availability to competing agencies;
- exclusivity is granted to the purchasing agency;
- automated production processes commence; and
- internal resources are allocated to preparing the report.

Because these commitments take effect immediately and cannot practically be reversed, payments for confirmed reservations are generally non-refundable.

Where a Client changes their mind following a confirmed and paid reservation, or wishes to reschedule a confirmed report to a different property or timeframe, a refund, exchange or rescheduling will generally not be provided as of right. RCBS may, however, at its absolute discretion, consider such requests in exceptional circumstances on a case-by-case basis. Nothing in this clause creates any obligation on RCBS to provide a refund, exchange or rescheduling in any circumstance falling outside its confirmed contractual or legal obligations.

Where RCBS's systems process a duplicate payment, or accept more than one payment for the same reservation as a result of a technical fault, the duplicate payment will be refunded in full. RCBS will absorb all payment processing costs associated with correcting the error, and the Client will receive the full amount of the duplicate payment.

Where RCBS is unable to provide a purchased report for reasons within RCBS's control, the Client may elect to receive either:



Terms & Conditions

- a full refund; or
- one replacement report of equal value, prepared within a timeframe reasonably determined by RCBS having regard to its operational capacity.

Where RCBS approves a refund as a discretionary or goodwill measure, rather than as a result of a technical fault or a legal entitlement, the refunded amount may be reduced by any non-refundable payment processing fees (including Stripe processing fees) and any reasonable administrative costs incurred by RCBS that are not returned by the payment provider. Such fees are retained by the relevant payment processor and are not retained by RCBS.

Nothing in this clause limits, excludes or modifies any right or remedy available to the Client under the Australian Consumer Law.

12. Intellectual Property

All reports, photographs, layouts, recommendations, AI images and associated documentation remain the intellectual property of RCBS unless otherwise agreed.

Reports are prepared exclusively for the Client and must not be reproduced, altered, distributed or commercially used without written consent.

13. Confidentiality

RCBS will treat all client information confidentially except where disclosure is:

- required by law;
- authorised by the Client;
- necessary for the provision of services.

14. Limitation of Liability

To the maximum extent permitted by law:

RCBS shall not be liable for:



Terms & Conditions

- indirect loss;
- consequential loss;
- loss of opportunity;
- loss of profit;
- market fluctuations;
- decisions made by purchasers;
- decisions made by real estate agents;
- costs associated with improvement works undertaken by the Client.

The maximum liability of RCBS shall not exceed the fee paid by the Client for the Report giving rise to the claim.

Nothing in these Terms excludes any rights that cannot lawfully be excluded under Australian Consumer Law.

15. Professional Opinion

The Client acknowledges that:

- recommendations represent professional opinion only;
- reasonable professionals may hold differing opinions;
- implementation of recommendations remains the Client's decision.

16. Governing Law

These Terms & Conditions are governed by the laws of New South Wales, Australia.

Any dispute shall be subject to the exclusive jurisdiction of the courts of New South Wales.

17. Amendments

RCBS may update these Terms & Conditions from time to time.

The version applicable to the engagement will be the version provided to the Client at the time services are booked.



Terms & Conditions

18. Acceptance

The Client acknowledges acceptance of these Terms & Conditions by:

- signing the Client Service Agreement;
- accepting a quotation;
- making payment;
- submitting a booking;
- or otherwise instructing RCBS to commence services.

Red Cardinal Building Solutions

Sydney, New South Wales

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