



## TERMS AND CONDITIONS

### AGREEMENT

1. By engaging Test Before You Invest to provide the Services, you agree to these terms and conditions.

### THE SERVICES

2. At your request, Test Before You Invest's assessor (**Assessor**) will provide one or more of the following:
  - (a) a consultation (up to one-hour duration) (**Consultation**) or a workshop (up to two-hours duration) (**Workshop**) as to renovation options, estimated costs, statutory approval processes, and timeframes;
  - (b) a written report (**Report**) that (depending on the circumstances) may include:
    - (i) key parameters and controls;
    - (ii) details as to the statutory approval processes;
    - (iii) room scenarios;
    - (iv) estimated costs;
    - (v) a site analysis diagram;
    - (vi) timeframes;
    - (vii) advice on establishing the brief and statutory controls that are specific to the brief;
    - (viii) the results of a preliminary discussion with the local authority in relation to the brief;
    - (ix) a services infrastructure check; and
    - (x) concept plans; and
  - (c) anything ancillary to the matters referred to in clauses 2(a) or 2(b).
3. Together, the Consultation and the Report are the **Services**.

### LIMITATIONS

4. The Services will be provided or prepared:
  - (a) in reliance on:
    - (i) our own visual observations at the time of the inspection;
    - (ii) our experience with other similar projects; and
    - (iii) information provided by any third party, including:
      - (A) specialist consultants;
      - (B) the local authority; and
      - (C) the NSW Government; and
  - (b) with the professional skill, care, and diligence that would be expected of a professional architect experienced in providing services similar to the Services.
5. The Services:
  - (a) are limited to the main structure on the property and any other buildings:
    - (i) within 30 metres of the main structure; and
    - (ii) within the site boundaries;
  - (b) is subject to any inaccuracies or inconsistencies in the information referred to in clause 4(a)(iii);
  - (c) are no more than:
    - (i) an investigation into opportunities and constraints; and
    - (ii) (in the case of the Reports) a visual presentation of those opportunities and constraints in the form of a feasibility study; and
  - (d) are not:
    - (i) a final detailed architectural solution, a building report, a structural report, a geotechnical report, a town planning report, a heritage report, a dilapidation report, or a (latent or patent) defect report; or
    - (ii) a guarantee that the local authority will consent to any application for development whether based on the Services or otherwise.



6. Any building cost estimates provided as part of the Services:
  - (a) may include consultant fees, including architectural consultant fees; and
  - (b) are subject to assumptions we will make, including assumptions about:
    - (i) architectural detailing, finishes, and related items;
    - (ii) site conditions, including contamination; and
    - (iii) unforeseen or unknown events or circumstances that can have an impact on:
      - (A) design, including in respect of town planning, heritage, and engineering constraints; and
      - (B) construction or material costs.

### **NEXT STEPS**

7. The architectural proposals set out in the Services may form the basis of a separate agreement for the provision of architectural services by which we can develop those proposals.
8. You may contact the Assessor who provided the Services if:
  - (a) you have any questions; or
  - (b) you otherwise require clarification,on any aspect of the Services.

### **OWNERSHIP OF THE REPORTS**

9. Test Before You Invest retains ownership of, and copyright in, any Report we provide to you. You may not reproduce any part of a Report without our prior written consent.
10. Any Report will be provided to you and you alone. It must not, without our written consent, be used or relied on:
  - (a) by any third party for any purpose whatsoever; or
  - (b) by you in relation to any other property.

### **LIMITATIONS ON LIABILITY**

11. You release and indemnify Test Before You Invest (including the Assessor) from any liability or obligation to you (or anyone claiming through you or on your behalf) in respect of:
  - (a) physical loss, or damage to, any real or personal property; or
  - (b) personal injury, disease or illness to, or death of, persons,arising out of or in connection with the Services, but the indemnity will be reduced proportionally to the extent that Test Before You Invest's negligent act or omission contributed to the loss, damage, injury, disease, illness or death.
12. Test Before You Invest's maximum aggregate liability to you (or anyone claiming through you) arising out of or in connection with the Services under this agreement (including liability for breach of contract, for tort including negligence, or on any other legal basis) is limited (at Test Before You Invest's discretion) to:
  - (a) providing the Services again; or
  - (b) payment of the cost of having the Services provided again.
13. To the extent permitted by law, neither party will have any liability to the other (including liability for breach of contract, for tort including negligence, or on any other legal basis) for:
  - (a) loss of revenue, use, production, goodwill, profit, income, business, contract or anticipated savings;
  - (b) financing costs or increase in operating costs; or
  - (c) other financial or economic loss:
    - (i) including the use of the Services for any purpose connected with the sale, purchase, or use of the property or the giving of security over the property; and
    - (ii) excluding any losses and damages to the extent arising naturally according to the usual course of things from the relevant conduct or breach.