



## Welcome to Construction Licensing®: Your Terms and Conditions

We understand that navigating the license application process can be challenging. But don't worry at Construction Licensing®, we're dedicated to making this journey easier for you.

Before you proceed, take a moment to carefully read and comprehend the following information. This guide provides a summary the terms and conditions that govern the agreement between you and Construction Licensing®. If you would like a copy of our Terms and Conditions, please email us at [hello@constructionlicensing.au](mailto:hello@constructionlicensing.au)

We're here to support you every step of the way. If you have any questions or concerns, feel free to reach out. Your understanding and agreement to our terms is important to us.

### Your Agreement to Our Terms

Once you've made a payment for an invoice that includes these Terms and Conditions, it's understood that you've read, acknowledged, and agreed to be bound by them. In cases where there's no other agreement in writing between you and Construction Licensing®, these Terms and Conditions take precedence.

### Our Service Commitment

At the heart of our service at Construction Licensing®, we are dedicated to the following principles:

- Advising you on your eligibility for a licence, based on the information you provide us and the guidelines set by licensing authorities.
- Offering a realistic and transparent assessment of areas where your application might fall short of approval. We won't proceed with applications where we believe approval is unlikely.
- Evaluating your technical qualifications against the licensing requirements of the specific licence(s) you're seeking. We'll guide you on acquiring necessary qualifications if needed.
- Collaborating with you to gather the information necessary to fulfill the experience requirements for your licence application.
- Preparing referee reports in consultation with your chosen referees and facilitating their endorsement, when applicable.
- Creating thorough and accurate licence applications, while aiding in the submission process within the boundaries of the law and the guidelines of state or territory licensing authorities.
- Acting as your advocate after submitting your application, supporting you through the government's licensing assessment process until a decision on your initial application is reached.

At Construction Licensing®, our commitment is to provide comprehensive support and guidance as you navigate the licence application journey. We're here to facilitate and manage your licence application every step of the way.

### Understanding Our Services

Our provision of services is dependent on the outcome of the Fit and Proper questions that pertain to your licence application. If you need to answer 'yes' to any questions regarding criminal convictions, bankruptcy, insolvency, prior fines, disqualifications, or any other factors that might challenge your eligibility for a licence, please notify Construction Licensing® without delay. This information is crucial as it can impact your ability to apply for certain licences. Please know that all discussions on these matters are treated as confidential.

Providing false or inaccurate information could lead to denial of a refund of our professional fees. By agreeing to our terms, you're taking responsibility for any damage or loss resulting from using such incorrect information.

It's important to recognize that our Services are determined by the current licensing legislative and regulatory eligibility criteria. Changes may occur due to Government reforms, potentially affecting your application. While we aim to adapt our Services to any new requirements, we do reserve the right to charge reasonable additional fees if such changes lead to increased work on our end. Our goal is to continue providing support while keeping you informed of any relevant changes.

### Indemnification

You're responsible for indemnifying and ensuring that Construction Licensing® is protected against losses, damages, claims, penalties, liabilities, expenses (including legal costs).

These might arise due to your use of our services, any negligent actions or omissions on your part related to our services, or the products obtained through them (including licences that you successfully acquire). Additionally, this indemnity covers situations where there's a breach of this Agreement by you. We want to work together to make sure both parties are safeguarded from any adverse consequences.

**Application Outcome Clarification**

We're dedicated to helping you achieve a positive application outcome. However, it's important to note that final approval rests with the Government licensing authority. We don't provide a guarantee for a positive licence outcome and won't be held responsible for any losses or damages arising from application rejection, refusal, or negative assessment.

While we're committed to your success, it's essential to understand that the licensing authority's decision is beyond our control. Your trust in our services is valued, and we're here to support you throughout the process.

**Your Assurances and Our Commitment**

When entering this agreement, you acknowledge that you haven't solely relied on our expertise. You've taken responsibility to ensure your suitability for the licence you're applying for and its suitability for your needs. Applying for the licence is your personal decision, and you're assuming the associated risks.

We want to emphasize that our Services are accompanied by guarantees protected by the Australian Consumer Law. In the case of significant service failures:

- You can terminate your service contract.
- You're entitled to a refund for the unused portion or compensation for the decreased value.

For issues that don't qualify as major failures, we're committed to rectifying them within a reasonable timeframe. If this isn't possible, you have the right to cancel the contract and receive a refund for the unused part of the service.

Our Terms and Conditions don't aim to limit your rights under the Competition and Consumer Act 2010 ("CCA") or any other relevant legislation. If the CCA or other laws imply conditions or warranties into this agreement regarding our services, and if our liability for breaching these conditions or warranties can't be excluded but can be limited, our liability is limited to:

- Providing the service again.
- Making amendments to the service.
- Refunding the professional fees you've paid.

However, except for the conditions and warranties imposed by law and that can't be excluded, we don't provide any additional warranties or conditions concerning our Services, your eligibility, or the fitness of the service for any particular purpose. Any such warranties or conditions that can be excluded by law are fully excluded.

Re-supply of our Services is at our discretion and will occur if the application has failed due to misinformation, ineligibility, or when your qualifications and experience don't meet the required criteria for your specific licence application. We're here to assist you to the best of our abilities.

**Fees and Payment Process**

For the professional services provided by Construction Licensing®, we charge a professional fee. This fee encompasses all the administrative tasks related to gathering and preparing your licence application, in alignment with the Services you've procured from us. To initiate any work on your licence application, the entirety of these fees is required to be settled beforehand, unless there's a prior written agreement with your licensing consultant. Upon presentation, you'll receive an invoice for the total amount due, and payments can be made through bank transfers.

If you've previously arranged a payment plan with our licensing consultants, please note that all Construction Licensing® fees must be settled prior to submitting your licence application to the relevant Government authority. In certain situations, such as your licence application being flagged for further review, refused, or necessitating the preparation of an internal review application, additional fees may be charged on an hourly basis.

In cases where information essential for your licence application isn't provided to Construction Licensing® within 3 months of the request, an administration fee will be levied to reactivate your licence application. It's important to understand that any payments required according to this agreement must be made without any deductions, set-offs, counterclaims, or withholdings. Our aim is to provide transparent and efficient services to support you in the licensing process.

**Government Fees and Charges**

It's important to note that Construction Licensing® does not assume responsibility for covering any government fees or charges associated with licensing applications or any related matters on your behalf. This encompasses a range of fees, including those linked to licence applications or renewals. The responsibility for any government fees or charges remains solely with you, the applicant. At no point will Construction Licensing® be liable for any payments to the licensing authority for fees or charges.

However, under specific circumstances, Construction Licensing® might facilitate the acquisition or payment for certain documents needed to prepare your licence application. This is limited to instances such as procuring ASIC Historical Extracts (for company applications), ASIC Business Name Extracts (for individual, partnership or company applications), and Right to Information or Information Privacy applications. For further clarity, please talk with your licensing specialist to discuss these specific products and their implications. Our goal is to provide clear guidance in navigating the licensing process.

**Goods and Services Tax (GST)**

Please be aware that all amounts mentioned in our agreement are stated exclusive of Goods and Services Tax (GST), and the responsibility for paying GST on any supply made under this Agreement and will be paid by you.

Construction Licensing® will ensure to furnish you with a tax invoice before the payment due date for the respective supply. We aim to maintain transparency and compliance in financial matters by providing you with the necessary documentation.

**Refund Policy and Client Obligations**

If you wish to request a refund of any payments made to Construction Licensing®, you must do so in writing via email to [hello@constructionlicensing.au](mailto:hello@constructionlicensing.au). However, please understand that we retain the right to decide whether to approve or reject refund requests at our discretion. Please note, no refunds will be granted if you change your mind after agreeing to our Terms and Conditions.

Within the initial 48 hours following your payment (known as the 'Cooling Off Period'), Construction Licensing® will provide a full refund of its professional fee upon request. After this period, your acceptance of our Terms and Conditions will be presumed, and work on your application will commence only upon receiving payment and after the Cooling Off Period.

If during our assessment, it's discovered that you might not be eligible for a licence despite your confirmation of eligibility, we'll inform you in writing. You'll have three options:

1. Delay your application for up to 24 months to meet license requirements.
2. Pursue an alternative pathway to obtain a similar license.
3. Cancel the application and forfeit all fees paid.

Regardless of the option you choose, if you're found ineligible for the licence, Construction Licensing® will not refund any payments. If we don't receive your chosen option within 30 days of notifying you about your ineligibility, we might cancel the agreement, and you'll forfeit all fees paid.

Should you decide to select option 1 and defer your application, please be aware that there may be an administration fee associated with this choice. Failure to make payment within 30 days could potentially result in the cancellation of the agreement. Similarly, if you choose option 2 and the alternative pathway incurs higher costs than your original service, it is essential that you settle the outstanding balance within 30 days. Failure to meet this payment deadline may lead to the cancellation of the agreement.

Agreed refunds, including GST, will be returned to the original payment method. If that's not feasible, bank details will be requested for a transfer. Keep in mind that refunds may take 10 to 14 business days to appear in your account, and any delay is not our responsibility. You'll be notified via email once a refund is processed.

In specific circumstances, we might offer a partial refund at our discretion, factoring in the Services provided.

You must remain contactable, provide documentation promptly, and respond to communications within a reasonable time to avoid delays or termination without refund. If we're unable to establish contact for three months, or if a payment plan isn't adhered to, we might terminate the process without refund.

Your representations, including those from referees and payment documentation, must be truthful. We won't refund if referees refuse, are ineligible, can't be contacted, or if payment evidence is fabricated. In these instances, we'll notify you about the issue and provide 14 days for supplementary details.

**Acts of God**

In situations where a circumstance beyond the control of Construction Licensing®, such as acts of God, pandemics, strikes, lock-outs, natural disasters, civil disturbances, fires, floods, explosions, or government interference, prevents the provision of the Services or causes delays, Construction Licensing® will not be held responsible for such failures or delays.

**Changes in Laws and Policies**

If there are any amendments to the laws or policies of the licensing authority that occur during your application process – whether before submitting an application or afterward – Construction Licensing® cannot be held responsible for any negative outcomes or damages arising from these Government amendments. Although we will strive to offer our utmost support to address any challenges, we cannot guarantee refunds or take liability if changes beyond our control impact your eligibility for a licence.

### **Mutual Recognition**

As stipulated by Part 3 of the Mutual Recognition Act 1992 (Cth), state and territory licensing bodies are mandated to acknowledge licenses granted by licensing authorities in other states or territories. However, according to Section 23 of the Mutual Recognition Act 1992 (Cth), a licensing authority holds the right to decline an application if they determine that the occupation or scope of work sought by the individual does not align with the license held in another jurisdiction and an equivalent resolution cannot be achieved through the imposition of conditions or limitations. While Construction Licensing® aims to assist with Mutual Recognition, it cannot assure the recognition between different jurisdictions and will not be held accountable for any losses or damages arising from the disapproval of an application for Mutual Recognition.

### **Technical Qualifications**

At Construction Licensing®, we are dedicated to supporting you through the process of obtaining a licence, particularly concerning technical qualification requirements. However, it's important to note that we cannot guarantee the licensing authority's acceptance of a specific qualification.

In cases where we determine that your technical qualifications do not align with the licensing requirements, we will offer recommendations for alternative routes. These suggestions might involve pursuing recognition of prior learning through a registered training organisation. Any costs associated with seeking recognition of prior learning or qualification will be your responsibility. Please understand that Construction Licensing® will not be held responsible for qualification expenses.

### **Termination Made Clear**

If you find yourself unable to meet the commitments laid out in our Agreement, which includes your payment obligations, Construction Licensing® has the authority to end our collaboration. This termination might take place during the breach period, without affecting any other rights you or we have as per our Terms and Conditions.

In case you miss a payment, or it appears that meeting future payments might be challenging, Construction Licensing® has the following actions available, alongside any other legal options:

- You will be required to settle all outstanding amounts owed to Construction Licensing® immediately, regardless of their original due dates.
- Construction Licensing® holds the right to cancel either the entirety or a part of the Services that are still pending completion.

It's important to note that the termination of this Agreement won't nullify any rights or responsibilities that have already arisen for either party up to the point of termination.

### **Your Privacy Matters**

At Construction Licensing®, we respect your privacy and handle your personal information with care. We follow the guidelines outlined in the Information Privacy Act 2009 (Cth) to ensure your data is treated responsibly.

We collect and manage your personal information through various channels, including phone and email communications. By using our services, you agree to the collection, storage, use, maintenance, and disclosure of your personal information in alignment with the Information Privacy Principles (IPP's).

During the process of helping you obtain a licence, we might request sensitive details to meet your needs effectively. These details may include your name, address, contact information, email, age, gender, employer, and job title. Rest assured, this information is gathered solely to facilitate your license-related requirements. Your privacy is our priority.

### **Intellectual Property**

When you receive Services from Construction Licensing®, it's important to understand that this does not transfer any Intellectual Property Rights associated with the Services to you. Throughout the provision of the Services or any related activities, any new Intellectual Property Rights that are generated will belong to Construction Licensing®.

As part of this Agreement, Construction Licensing® grants you an ongoing, non-transferable, royalty-free licence to use the necessary Intellectual Property Rights for using our Services. It's essential to note that you must not, in any way, directly or indirectly, attempt to modify, reverse engineer, decrypt, disassemble, decompile, decipher, or reconstruct the Services or any associated Intellectual Property.

For the context of this section, Intellectual Property Rights encompass all current and future rights granted by statute, common law, or equity related to copyright, trademarks, designs, patents, inventions, and other outcomes of intellectual work in any field, whether they are registrable, registered, or patentable.

**Confidential Information**

If we give you confidential information about Construction Licensing®, like our Services, materials, processes, client lists, or tests, please:

- Use it only as approved by Construction Licensing®.
- Don't share this confidential info with anyone else unless we agree in writing.

Your cooperation is key in keeping our sensitive information safe.

**Variations**

Any changes to this Agreement are only valid if they're in writing and signed by all parties. These changes are specific to what's agreed upon. If there are Special Conditions, they take precedence over these standard terms if there's a conflict.

**Governing Law**

This Agreement shall be deemed to be governed by the laws of the State in which the Services are provided and any action relating to this Agreement shall be taken in the appropriate court in that State.

**Assignment**

You cannot transfer the benefits of this Agreement to anyone else without written consent from Construction Licensing®. They can grant or deny this consent. However, Construction Licensing® can transfer the benefits of this Agreement to someone else if they agree to uphold its terms to the same extent as Construction Licensing®.

**Terms And Conditions**

Construction Licensing® reserves the right to review these Terms and Conditions at any time from time to time. If there is to be any change, it will take effect from the date on which Construction Licensing® notifies you of such change.

**Severability**

If any provision of this Agreement shall be found to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

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**Construction Licensing**

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E: [specialists@constructionlicensing.au](mailto:specialists@constructionlicensing.au)

W: [www.constructionlicensing.au](http://www.constructionlicensing.au)