

FORMATION OF CONTRACT

You will be deemed to have read, acknowledged, and agreed to be bound by the terms of this agreement after any of the following occurs:

- a) Payment of an invoice which attaches these Terms and Conditions; or
- b) Any other acknowledgement by you, either written or oral and/or payment of our fees that the Terms and Conditions applies. All services provided by Construction Licensing are subject to these Terms and Conditions.

You and Construction Licensing agree that these Terms and Conditions take precedence over any terms and conditions contained within or contemplated by any terms and conditions of yours which you purport to apply to the provision of our services or any other documents.

The failure by Construction Licensing to object to any contrary or inconsistent provisions contained in any request for services, or other written communication from you shall not be deemed to be a waiver or modification of these Terms and Conditions or acceptance by Construction Licensing of any such contrary or inconsistent provisions.

Any act or omission by Construction Licensing which constitutes, or could be construed as, a waiver of any of the terms and conditions contained herein shall be deemed as non-continuing in nature and not deemed a waiver of future application of these Terms and Conditions.

GENERAL GUIDELINES TO OUR SERVICES

At the core of the Services provide to you, Construction Licensing agrees to uphold the following:

- Guiding you about your entitlement to a licence based upon the information that is supplied to us by yourself against current licensing authority requirements;
- Providing you with a realistic and honest assessment as to any gaps Construction Licensing believe may be insufficient to obtain licensing approval;
- Construction Licensing will not prepare an application where we do not believe there is a probability of success with the licence application being approved;
- Examining your technical qualifications against the current requirements of the licence class(es) you are applying for and informing you about obtaining any additional qualifications where necessary;
- Working with you to gather the required information to meet the experience requirements of the licence application;
- Facilitation of referee reports in consultation with your nominated referees and coordinating the signing of these statements;
- Assisting you to gather the required information and evidence to meet proof of employment/lawful engagement and other supporting documentation;
- Collating a complete and accurate licence application to the current standard required by the licensing authority for your State.
- Where Construction Licensed determines that a specialist assessor for your circumstance and is in your best interest, Construction Licensing may subcontract your file to our best licensing expert tailored to your needs. Accepting the Terms and Conditions results in forming a contractual agreement between you and Construction Licensing. Therefore, Construction Licensing are accountable for your Service despite subcontracting to another specialist.

(‘the Services’)

Our provision of the Services is based on the outcome of the relevant fitness and proprietary requirements and your eligibility to obtain or upgrade a licence.

If there is any reason to answer yes to any questions relating to criminal convictions, bankruptcy, insolvency, previous fines, disqualifications, or any other reason that may challenge your eligibility to apply for a licence, it is your responsibility to advise Construction Licensing immediately. This may ultimately affect your entitlement to a licence. Any discussion between you and Construction Licensing about these topics will be treated in the utmost of commercial confidence.

In the event that false or inaccurate information is provided by you to Construction Licensing, Construction Licensing reserves its rights to deny a refund of its professional fees. You agree to indemnify Construction Licensing against any damage or loss caused by the use of such false or inaccurate information.

You acknowledge that the Services provided by Construction Licensing are based on current legislation administered by Government Regulators. The legislation may be subject to reforms which may impact on licence application criteria. In this instance we will endeavour to adapt the Services to meet any new requirements, however we reserve our rights to charge reasonable additional fees where an increase to the work is required.

INDEMNITY

You indemnify and shall keep Construction Licensing indemnified against all losses, damages, claims, penalties, liabilities, and expenses (including legal costs) howsoever arising incurred as a result of or in connection with your engagement of the Services, or any negligent act or omission by you in relation to the Services or in obtaining any products, arising from them (including successfully obtained licences), or a breach of this agreement by you.

CONSTRUCTION LICENSING IS NOT A REGISTERED TRAINING ORGANISATION

Construction Licensing is not a Registered Training Organisation under the *National Vocational Education and Training Regulator Act 2011* (the NVR Act). Our Services can cover guidance about regulatory occupational and business licensing requirements relating to the current State/Territory Govt licensing authorities’ legislation and policies.

Construction Licensing should not be taken in any way as training advice. We can only provide a guide to your qualifications meeting technical qualifications for licensing. Construction Licensing is not an educational facilitator, portfolio manager or third party broker for the purposes of qualifications.

TECHNICAL QUALIFICATIONS

Whilst Construction Licensing will provide every endeavour to assist you in the process of applying for a licence in relation to the technical qualification requirements, we cannot guarantee that a qualification will be accepted by the licensing authority. In the case where Construction Licensing believes that the technical qualifications you have do not meet the requirements of the licensing authority, Construction Licensing will make recommendations as to an alternative pathway.

Any fees, costs or charges associated with applying for recognition of prior learning, undertaking training, interstate licensing or any other outcome will remain the responsibility of you, the client, and Construction Licensing will take no responsibility for any such fees, costs, or charges.

LIASON WITH PROFESSIONAL CONSULTANTS

Construction Licensing is not a law or accounting firm. If you are unsure about meeting legislative or financial requirements, you should provide instructions to a registered practitioner. Construction Licensing can liaise with your other business or professional consultants as determined by you and with the necessary consent under privacy legislation.

APPLICATION OUTCOME

Whilst Construction Licensing will ensure all efforts are made to assist with a positive application outcome through a stage and diligent process, it is ultimately the licensing authority's decision whether to approve an application. Construction Licensing does not warrant or in any way provide a guarantee as to a positive licence outcome. Construction Licensing in no way will be held accountable or liable for any loss or damages suffered by the applicant as a result of an application being rejected, refused, withdrawn or unsuccessful in any other way.

You acknowledge that in entering into this agreement, you have not relied solely on Construction Licensing's skill or judgment and that you have satisfied yourself as to your condition, eligibility, suitability, and fitness and propriety for the particular licence for which you wish to apply. You agree to apply for that licence(s) at your sole risk.

The Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to:

- (a) cancel your service contract with us; and
- (b) receive a refund for the unused portion of any paid fees.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have these problems with the Service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

Nothing in these Terms and Conditions is intended to exclude, restrict, or modify rights which you may have under the Competition and Consumer Act 2010 ("CCA") or any other legislation which may not be excluded, restricted, or modified by agreement. If the CCA or any other legislation implies a condition or warranty into these Terms and Conditions in respect of the Services, and Construction Licensing's liability for breach of that condition or warranty may not be excluded but may be limited, Construction Licensing's liability for any breach of that condition or warranty is limited to Construction Licensing doing any one or more of the following (at its discretion):

- (a) Re-supply of the Services;
- (b) Amendment of the Services; or
- (c) Refunding the professional fees paid by you to Construction Licensing for the unused portion of any fees paid.

Except as to those conditions and warranties implied by statute and which cannot be excluded by agreement, Construction Licensing gives no warranty or condition concerning the Services, your eligibility for the Services and fitness for any purpose. Any such warranties and conditions are to the full extent permitted by law excluded.

Re-supply of the Services will occur at Construction Licensing's sole discretion where the application or consultation has failed because of your misinformation, ineligibility or if Construction Licensing ascertains that your qualifications and/or experience falls short of the relevant criteria associated with your particular application or consultation. Additional consulting fees to be paid by you may apply to provide continued Services.

CONSTRUCTION LICENSING FEE INFORMATION

Construction Licensing charges a professional fee for the Services that we provide to you. This fee includes all administrative work involved in the collection and preparation of a licence application or consultation as per the Services that have been sold to you. These fees are payable in full prior to any work being undertaken unless otherwise negotiated.

Payment can be made via bank transfer, over the phone or via invoice a link to pay through our secure credit card payment platform STRIPE. Once requested by you, Construction Licensing will charge you the full amount as per quotation or invoice. If a payment plan has been entered, the balance of fees are payable in full before any licence application is provided for submission to your local authority. All credit card payments will attract the required fees issued and charged by your financial institution.

Where your file has been placed on hold, and you have not applied for an extension, you may be required to make a payment of \$300+ GST as a reinstatement fee to review your file. Construction Licensing's general fees are covered on our website: [Licensing Services](#).

GOVT FEES AND OTHER CHARGES

Construction Licensing is not responsible for paying any government fees or charges in association with any licensing fees. This includes, but is not limited to, any fees associated with the application for or renewal of a licence. Any government fees or charges will remain the sole responsibility of the applicant and at no time will Construction Licensing be held responsible for any fees or charges payable to the licensing authority.

In certain circumstances, Construction Licensing may purchase or otherwise pay for a document which is required in support of your application for a licence. This is limited to the purchasing of ASIC Current and Historical Extracts (for company applications) and ASIC Business Name Extracts (for individual/partnership or company applications).

Construction Licensing Fees do not include specialist accounting, insolvency, accounting, legal or training advice. Our consulting fees usually include liaison with a building professional consultant however where detailed instructions and support is required, Construction Licensing will provide a detailed quote to move forward.

GST

All amounts expressed in this Agreement are exclusive of GST and the liability to pay GST. Construction Licensing will provide you with a fee proposal, quote or tax invoice which will include potential GST for the relevant supply of Services.

REFUND POLICY ELIGIBILITY, COOLING OFF AND OTHER OBLIGATIONS.

Any request by you, the client, for a refund of any monies paid to Construction Licensing must be made in writing by email to specialists@constructionlicensing.au. Unless required under statute, Construction Licensing reserves the right to accept or reject applications for a refund at its sole discretion. Any fees pursuant to works completed by Construction Licensing will be deducted from all refunds.

LICENCE ELIGIBILITY

If Construction Licensing identifies that you are not eligible for a licence or have a low probability of success for any reason that has not been disclosed, Construction Licensing will notify you in writing and provide you with the three following options:

- (a) Construction Licensing may put your application on hold for to allow you time to meet the requirements of the licence(s) you are applying for;
- (b) Construction Licensing may offer an alternative pathway to you to obtain a similar licence through an alternative means;
- (c) You may cancel your application and forfeit all fees paid to Construction Licensing. Should you wish to re-apply provision of fresh and relevant information must be provided prior to engagement of Construction Licensing for continuing Services.

LICENCE APPLICATION EVIDENCE

Each client must have an initial licensing consultation or onboarding appointment conversation about their work history and/or ability to provide documentation demonstrating the required experience and/or qualifications and/or fitness and proprietary for their desired licence.

Any client engaging Construction Licensing for Services may receive up to three (3) months to provide the necessary documentation. Each client will receive three (3) opportunities to provide the required documentation (this timeframe can be negotiated with your Construction Licensing specialist depending on your individual circumstances).

It is your responsibility to ensure all information requested by Construction Licensing to assist with the process is in a timely fashion. Licensing authority and government policies are updated and changed regularly so it is in your best interest to move swiftly on the information provided by Construction Licensing.

Construction Licensing will consider extenuating circumstances however generally if your file has been placed on hold or dormant for over 90 calendar days, Construction Licensing has a right to charge a reinstatement fee.

LEGISLATIVE CHANGES

Where there are any legislative or policy changes within the state/territory licensing authority that are made during your application or consultation, be it before the provision of an application or consultation after the fact, Construction Licensing will not be held

accountable for any loss or damage or otherwise negative impact that results from these changes. Construction Licensing will endeavour to assist as best we can to remedy your situation, however, will not be liable for providing any refund or otherwise where a legislative change has been made outside of our control that affects your eligibility to obtain a licence.

MUTUAL RECOGNITION

Under Part 3 of the Mutual Recognition Act 1992 (Cth), state and territory licensing authorities are required to recognise a licence issued by another state or territory licensing authority. Section 23 of the Mutual Recognition Act 1992 (Cth) permits a licensing authority to reject an application where they deem that the occupation or scope of work that the individual is applying for is not equivalent to the licensing they hold by another authority where an equivalent outcome cannot be achieved through the imposition of conditions or restrictions.

Whilst Construction Licensing endeavours to aid with Mutual Recognition, or Automatic Mutual Recognition process where you have engaged Construction Licensing for Services, Construction Licensing cannot provide any guarantee as to the recognition of one jurisdiction to another and will not be held liable for loss or damages where an application for Mutual Recognition is not approved. It should be noted that Construction Licensing does not encourage Mutual Recognition unless there is valid reason under the Federal Government instrument consistent with the intent of the legislation.

TERMINATION

If you commit a breach of any of your obligations under this Agreement (including those relating to payment), then Construction Licensing may, subject to the provisions of this Agreement and without prejudice to any other rights it may have at law or under this Agreement, at any time during the continuance of the breach terminate this Agreement and sue you for damages for breach of the Agreement and for all expenses incurred by Construction Licensing as a result of the breach.

If any money payable to Construction Licensing becomes overdue, or if in Construction Licensing's opinion you will be unable to meet your payments as they fall due, then without prejudice to Construction Licensing's other remedies at law:

- a) all amounts owing to Construction Licensing shall, whether due for payment, immediately become payable; and
- b) Construction Licensing shall be entitled to cancel all or any part of the Services to you which remains unperformed.

Termination of this Agreement shall not affect any rights or obligations of a party which have accrued as at the date of termination

PRIVACY

Construction Licensing manages personal information in line with the Information Privacy Act 2009 (Cth). Your personal information may be collected and used by Construction Licensing. We collect and manage your personal information in multiple ways, including over the phone and via email, and you consent to us collecting, storing, using, maintaining, and disclosing your personal information in accordance with the Information Privacy Principles (IPP's).

Construction Licensing may ask you to provide personal and confidential information. We will only do this to meet your needs to obtain a licence. Construction Licensing's Privacy Policy can be found by visiting Construction Licensing's website.

CONFIDENTIAL INFORMATION

If at any time Construction Licensing discloses to you or you become aware of confidential information of Construction Licensing relating to its Services, material, procedures, client lists or tests, you must not use the information for any purpose not approved by Construction Licensing and not disclose that confidential information to any other person unless expressly agreed in writing by Construction Licensing.

INTELLECTUAL PROPERTY

The supply of any Services by Construction Licensing to you does not constitute a transfer of any Intellectual Property Rights in the Services. Any Intellectual Property Rights that are created during the performance of the Services (or any activities incidental to the Services) shall vest in Construction Licensing.

Construction Licensing grants you with a perpetual, non-transferable, royalty-free licence of any intellectual Property Rights required in order to consume the Services pursuant to this Agreement. Without limiting this clause, you must not directly or indirectly attempt to modify, engineer, decrypt, disassemble, decompile, decipher, or reconstruct in any way the Services or any Intellectual Property.

For the purposes of this clause, Intellectual Property Rights means all present and future rights conferred by statute, common law, or equity in or in relation to copyright, trademarks, designs, patents, inventions, and other results of intellectual activity in any field whether registrable, registered, or patentable.

VARIATIONS

No variation, modification, or waiver of any provision of this Agreement shall be of effect until confirmed in writing and signed by all parties and shall be limited to the variation, modification or waiver expressly provided. However, where Special Conditions apply to this Agreement then the Special Conditions prevail to the extent of any inconsistency with these standard terms and conditions.

ASSIGNMENT

You shall not assign the benefit of this Agreement to any other person, partnership of persons, company, or trust without the consent in writing of Construction Licensing which may be granted or withheld in Construction Licensing's absolute discretion. Construction Licensing may assign the benefit of this Agreement to any person if person undertakes to be bound by the terms of this Agreement to the extent that it is binding upon Construction Licensing.

TERMS AND CONDITIONS

Construction Licensing reserves the right to review these Terms and Conditions at any time from time to time. If, following any such review, there is to be any change, it will take effect from the date on which Construction Licensing post an updated version to its website

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.

END OF DOCUMENT