



TERMS AND CONDITIONS

Terms and conditions on which MyUno PTY LTD provides services to consumers

MyUno PTY LTD provides services on the following terms and conditions.

1. The meaning of some words used in these terms and conditions

We, us or our is a reference to MyUno PTY LTD;

You or your is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;

Parties is a reference to both us and you;

Premises means the place where we will provide the Services; and

Services means the assistance we will provide in connection with as request from you the client. The precise Services we will be providing to you will stated in the drafting invoice and as we agree from time to time.

2. Entering into a legally binding contract

(a) A contract between you and us will come into being in one of two ways:

(i) When you sign the drafting invoice, we and you will enter into a legally binding contract on the date you sign.

(ii) Where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.

(b) We suggest that before you sign the drafting invoice or orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them please ask us.

(c) You should keep a copy of these terms and conditions for your records.

3. Providing the Services

(a) Once we and you have entered into a legally binding contract, we will normally start providing the Services to you straight away or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.

(b) Our aim is to always provide you with the Services:

(i) using reasonable care and skill;

(ii) in compliance with commonly accepted practices and standards in the Building design industry; and

(iii) in compliance with Queensland laws and regulations in force at the time we are carrying out the Services.

4. Days and times when we normally provide the Services and performance of Services away from the Premises

(a) Unless you and we agree otherwise, we will provide the Services on normal working days and start work no earlier than 9am and finish work no later than 5pm. A normal working day for us means Mondays to Thursdays, Fridays will be from 9am to 4pm. All bank or other national holidays will mean the office will be closed.

(b) The performance of some of the Services may take place away from the Premises.

5. Drawing Expectations - Inclusions and Exclusions

Inclusions We will provide standard drafting drawing set as per the description on your invoice/contract.

We will produce drawings that can be used for Council Building Approval.

Our drawings will contain the described drawing views – site plan, floor plans, elevations, sections, that will be described in the invoice.

Exclusions Our drawings do not include any services not stated in the quote or invoice. Our quotes do not include other services from contractors such as contour survey plans or soil test reports, unless noted otherwise. We recommend you obtaining survey contour drawings locating your existing building and site boundaries for your project. Our drawings do not include internal elevations, engineering drawings or detailed project-specific as-built drawings. As-built drawings sometimes referred to as Builder working drawings (defined by us as customized detailed drawing sets to assist with the actual build process) are not part of the quote or invoice unless explicitly mentioned therein. Our drawings by themselves do not guarantee Council approval as other factors also determine the

approval process – location, pre-existing conditions, and other constraints such as sewer proximity, overland water flow and drainage, flood zone, bushfire level, easement lines, Council, etc. If unforeseen conditions like sewer locations, Council constraints, bushfire and flood zones are presented after commencement of the project, they will be treated as an additional charge to the invoice, if our services are required. Clients are encouraged to contact Council for advice before engaging in renovation or new construction as part of feasibility and preparation for the project.

6. Timing

6.1. Our responsibility to perform the Services by particular dates.

We aim to carry out the Services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:

- (a) we will start performing the Services by a specified date or time; or
- (b) we will complete the performance of all the Services by any specified date or time; or
- (c) the performance of any individual part of the Services will be completed by a specified date or time.

6.2. What can happen if we cannot start performing the Services or complete performing the Services.

- (a) If we do not start or complete performing the Services within a reasonable period agreed beforehand from the date(s) we have agreed or notified then you may either:
 - (i) choose to continue to wait until we can start performing the Services or complete performing them; or
 - (ii) terminate the contract.
- (b) Where we have started performing the Services and you decide you wish to terminate the contract you will only have to pay for any Services we have performed up to the date of termination.

7. Price, estimates and payment

7.1. Our charges based on time spent

We normally charge for our Services on a fixed estimate. We charge for each job on an individual fee depending on the scope of works we spend in providing our Services as detailed in our quote and invoice. Our rates, excluding GST, for performing the Services are set out as per initial quote.

7.2. When payment is required

Payment for our Services and the Materials is normally made in two ways, either:

- (a) before we finish performing the Services; or
- (b) in a number of staged payments, often involving:
Which option we will use will be indicated on the drafting invoice.
 - (i) the payment of a deposit of 10% before we commence performing the Services; and
 - (ii) the payment of the remaining amount we will be charging you either on completion of the previewed services or in a number of fixed payments paid at regular periods.
Which option we will use will be indicated on the drafting invoice. Drawings will not be released until Full payment is made by client.

7.3. GST

All amounts stated (whether orally or in writing) are exclusive of GST unless noted otherwise.

7.4. If you do not pay when required to

If you fail to make payment by the date or time we and you agree, we may:

- (a) charge you interest (at an interest rate of 5%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 40 days from the date of our invoice or when we asked you first to pay them; and/or
- (b) if the amounts not paid represent more than 40% of the total value of the Services we are to perform for you, and there remain some Services which we have not yet

performed, then we may suspend performing the remaining Services until you make payment.

7.5. Where you seek to not pay amounts due to us

You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

8 Exclusion and limitation of liability

(a) We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.

(b) We exclude all liability for any loss or injury due to a contractor referred or organized by us as each contractor is responsible for their own actions and services.

9. Communicating with us

(a) You can always telephone or email us (our contact number is 04305 32920 and email address is Support@myuno.com.au).

(b) However, for important matters we suggest that you use writing and send any communications by post to PO Box 928, Mount Ommaney, Queensland, 4074

10. Termination of contract by you

(a) Once we and you enter into a binding contract you will normally not be able to terminate the contract, except where we agree or as otherwise provided for in this contract.

(b) If we agree to terminate the contract then you will be responsible for the cost of:

(i) any of our time in performing the Services up to the date we stop providing the Services; and

(ii) any Materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between us and you is terminated). Any Materials we have purchased (but not used in performing the Services) will be delivered to you.

(c) In the circumstances stated in paragraph (b) we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit, we will invoice you for the amount in excess of the deposit.

(d) If you:

(i) purport to terminate the contract; or

(ii) give notice purporting to terminate the contract; or

(iii) otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you terminating the contract, we do not have to accept your termination of the contract except as provided in paragraph (b) or as otherwise provided for in this contract. However, we may choose to accept termination of the contract, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

11. Amendments to the contract terms and conditions

We will have the right to amend the terms and conditions of this contract where:

(a) we need to do so in order to comply with changes in the law or for regulatory reasons; or

(b) we are changing the rates we charge for the provision of Services as provided for in clause 7; or

(c) we need to correct any errors or omissions (and this right includes the right to

change any of the documentation which forms part of the contract), as long such Where we are making any amendment, we will give you 30 days' prior notice (unless the contract is terminated before that period).

correction is minor and does not materially affect the contract; or

(d) we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long such correction is minor and does not materially affect the contract.

12. Contacting each other

If you wish to send us any notice or letter then it needs to be sent to PO Box 928, Mount Ommaney, Queensland, 4074. If we wish to send you a letter or notice, we will use the address you have provided.

13. Law and jurisdiction

This Agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in Queensland, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Queensland.