

DRAWING ROOM TERMS AND CONDITIONS

In these Terms and Conditions:

“Principal Plans” or “we/us/our” means Principal Plans Pty Ltd ACN 158 469 679 and its related entities, trading as Principal Plans.

“You” or “Your” means you as the user of our service and website www.drawingroom.principalplans.com.au and all related website pages.

“Building Design services” means the www.drawingroom.principalplans.com.au website for the listing of house design plans and other building related services.

“Plans” means the floor plans available in the Drawing Room at www.drawingroom.principalplan.com.au.

Before purchasing a membership to the Drawing Room you must have read and accepted all of the terms in, and liked to, these Terms and Condition.

By accepting these Terms and Conditions, you agree that this Agreement and the Privacy Policy will apply whenever you purchase or view plans and use the Building Design Services.

The Building Design services are only available to, and may only be used by, individuals who can form legally binding contracts. Principal Plans Building Design services are not available to persons under 18 years of age. If you do not meet these conditions, you must not use the Building Design services or purchase a membership.

1. DISCLAIMER - GENERAL

- 1.1. Please read this disclaimer carefully. Principal Plans and its related entities are responsible for maintaining this Internet site and its directors, officers and agents and web developers believe that all information contained within this Internet web site is correct. However, no warranty is made as to the accuracy or reliability of the information contained herein and Principal Plans disclaims all liability and responsibility for any direct or indirect loss or damage which may be suffered by any recipient through relying on anything contained in or omitted from the Internet site or through the use of the Internet site at www.drawingroom.principalplans.com.au © Principal Plans Pty Ltd.
- 1.2. Principal Plans reserves the right to use the floor plans and other images of any design as part of our portfolio and promotional material at our own discretion.
- 1.3. Due to the large number of plans uploaded to the Drawing Room, data entry and other errors inevitably may occur on this website. Principal Plans reserves the right to correct such errors as they are discovered which shall not discount any membership or subscription.

2. CHANGES TO TERMS & CONDITION

- 2.1. Principal Plans reserves the right to update these terms & conditions at any time.
- 2.2. Principal Plans will post a prominent notice on our website if significant changes to our terms and conditions occur.
- 2.3. You may receive information from Principal Plans regarding any change in Principal Plans' policies, means of site usage or the occurrence of special Principal Plans offers.

3. PRIVACY POLICY

- 3.1. Principal Plans collects non personally identifying information from visitors to our websites.
- 3.2. We may also collect other information if you complete our forms in which case the details you provide may be used to contact you, to promote our services to you and to provide the services and/or information you request either as a client or prospective client of Principal Plans.

- 3.3. We do not knowingly provide any information to third parties unless expressly advised by you to do so or if we are legally required to do so. If you have any complaint or enquiries about our privacy policy please contact us to discuss any concerns.

4. COPYRIGHT

- 4.1. We own the copyright in the Plans and we may grant a Licence to you to use these Plans.
- 4.2. With a membership to the Drawing Room you may order working drawings from Principal Plans and build that house once. Every new build will require a new set of working drawings done by Principal Plans.
- 4.3. You cannot alter or change the Plans and sell the changed design to others or build additional homes based on the changed set. You may not assign, sublicense or transfer the membership.
- 4.4. You may not distribute the Plans to any other business and/or engage another business or person to complete working drawings.
- 4.5. The subject matter on and accessible from this web site is protected by Australian copyright laws. Unauthorised reproduction, sale, or transfer of plan images contained on this site or any other work produced herein is a violation of these laws.
- 4.6. The content of this website may not be reproduced in any form without the express written permission from us. It may not be sold for profit or included in any type of archive (commercial or private) without the consent of the owner. Failure to abide by these rules may result in legal action by the owner. Permission is hereby granted to download and view any material for personal, non-commercial purposes and to create hyperlinks to the top level (home page) of this website.
- 4.7. Apart from fair dealing permitted by the Copyright Act 1968, Principal Plans grants visitors to the site permission to download and display its copyright material only for private purposes. For reproduction or use of Principal Plans's copyright material beyond such uses, permission must be sought directly from the copyright owner, Principal Plans. If given, permission will be subject to the requirement that the copyright owner's name and interest in the material be acknowledged when the material is reproduced or quoted, in whole or in part.

5. USE OF PLANS

- 5.1. You agree that you will have the Plans reviewed and approved by a local certifier before the start of any construction.
- 5.2. In addition to the working drawings created by Principal Plans, you may also need engineering drawings, energy efficiency compliance certificate and certification.
- 5.3. Principal Plans is not responsible for the construction undertaken by you or any contractor/subcontractor using the Plans or working drawings.

6. CURRENCY

- 6.1. All pricing published on our website is in AUS Dollars.

7. PRICING

- 7.1. Pricing and conditions are subject to change. You will be updated if any change occurs.
- 7.2. Due to the large number of plans uploaded to the Drawing Room, data entry and other errors inevitably may occur in the text shown on this website. Principal Plans reserves the right to correct such errors as they are discovered, and no order and pricing with respect to that order shall be final until confirmed by Principal Plans.
- 7.3. Pricing listed on this site are based on standard flat lots. Complex jobs may incur an additional fee based on the site and design requirements and we reserve the right to evaluate the complexity of each job and quote the work accordingly.

- 7.4. The Building Design Services and/or Plans may be subject to goods and services tax (GST).
- 7.5. Prices do not include GST.
- 7.6. Not included in pricing and quotes are engineering, surveying, hydraulics, interior elevations, joinery design, supervisory activities or any other task outside of the scope of Building Design services.
- 7.7. Data entry and other errors may occur on the website. Principal Plans reserves the right to correct such errors as they are discovered, and no order and pricing with respect to that order shall be final until confirmed by Principal Plans.

8. RELEASE AND INDEMNITY

- 8.1. In the event any liability is imposed on Principal Plans, Principal Plans' liability to you or any third party shall not exceed the price paid for Principal Plans' product.
- 8.2. Principal Plans disclaims all liability for any loss or damage (actual, direct, indirect and consequential) of every kind and nature to the extent permitted by law arising out of or in connection to the use of the Plans.
- 8.3. It is your responsibility to ensure the accuracy, compliance with applicable statute or regulations, and fitness of purpose of any Plans or construction information received from Principal Plans prior to the use thereof.
- 8.4. Principal Plans does not accept any liability in respect of involvement in any mediation, arbitration, tribunal hearing, court proceeding or other proceeding arising out of or in connection with the construction of the house.
- 8.5. The parties agree that Principal Plans may plead this agreement in bar to any claim, action proceeding or suit brought by you against Principal Plans for any matter arising out of or in connection with the Plans.
- 8.6. You agree to indemnify Principal Plans and its respective officers and directors and all agents, servants, contractors, employees and related entities against any and all claims, demands, proceedings, losses and damages (actual and consequential) of every kind and nature including legal fees on a solicitor and own client basis, arising as a result of the use of the Plans or any breach by your of this Agreement.
- 8.7. Whilst every care has been taken in the preparation of the documents created by Principal Plans, purchasers should undertake their own review of the documentation in order to satisfy themselves as to the accuracy of the details.

9. BREACH

- 9.1. Without limiting any other remedies available to Principal Plans at law, in equity or under this agreement, Principal Plans may, in its sole discretion and without notice to you, issue a warning, restrict its services, demand the return of the Plans and recover any legal fees and costs if you breach this Agreement.
- 9.2. A breach may include, but is not limited to, breaching any of Principal Plans' policies in any way or altering or changing the Plans or failing to pay any fees or charges to Principal Plans.

10. RETURN POLICY

- 10.1. All sales on www.drawingroom.principalplans.com.au and customisation/modifications are final.
- 10.2. No refunds or exchanges can be given once your order has started the fulfilment process. Plans may not be returned for credit and/or refund under any circumstances.
- 10.3. The Plans are provided on an 'as-is' basis and without any warranty or condition (express or implied). To the extent permitted by law, Principal Plans disclaims any implied warranties as to title, fitness for a particular purpose and quality. Consumers (as defined by the Australian

Consumer Law) may be entitled to certain warranties. For more information, the buyer should contact the ACCC or the State Consumer Protection Agency.

- 10.4. The photographs online may differ from the actual Plans, depending on the modifications performed by the owner/builder.
- 10.5. All Plans from Principal Plans are designed to comply with the codes and standards of Australia, it is your responsibility to make sure that the Plans comply with the local codes of the area where you plan to build.

11. NOTICES

Except as otherwise stated, any notice to be given to Principal Plans must be given by registered post addressed to the registered office of Principal Plans Pty Ltd. Any notice sent by post shall be deemed to have been served 2 days after the posting thereof.

12. NO AGENCY

No agency, partnership, joint venture, employee/employer, franchisor/franchisee, builder/customer or other relationship is intended to be or is created by this Agreement. You have no authority to bind Principal Plans to any transaction.

13. JURISDICTION AND GENERAL PROVISIONS

- 13.1. This agreement will be governed in all respects by the laws of the State of Queensland, Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland, Australia.
- 13.2. The provisions of this agreement are severable and if any provision is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced.
- 13.3. This agreement may be assigned by Principal Plans to a third party without your consent in the event of a sale or other transfer of some or all of the assets of Principal Plans.