

Terms and Conditions for Free Architectural Drawings Offer

1. Offer Overview

This offer entitles the first five clients to receive free architectural drawings for their residential project if they sign a fixed price contract with AP Designer Homes ("the Builder"). The offer is valid for eligible projects in specific suburbs and is subject to the terms and conditions outlined below.

By participating in this offer, you agree to comply with these Terms. Please read them carefully.

2. Scope of Offer

- 2.1** The offer includes the provision of architectural drawings for new residential projects within the specified local area.
- 2.2** The drawings provided under this offer are limited to conceptual designs, floor plans, basic elevations, construction technical drawings. Structural engineering, interior design, and other specialised services are not included. Refer to Annexe A for details.

3. Eligibility Criteria

- 3.1 Client Limit:** The offer is available to the first five clients who sign a fixed price contract with the Builder.
- 3.2 Expiry Date:** The offer is valid until 31 December 2024. Preliminary Builders Agreement must be signed before this date to qualify.
- 3.3 Project Location:** The offer applies only to projects located in South Australia in the following suburbs: Daw Park, Cumberland Park, Clarence Gardens, Hawthorn, Lower Mitcham, Mitcham, Colonel Light Gardens, Kingswood, Netherby, Millswood, Unley Park, Unley, Highgate, Malvern, Myrtle Bank, Parkside, Fullarton, Goodwood, Wayville and Eastwood.
- 3.4 Contract Type:** The offer is valid for fixed price contracts only.
- 3.5 Minimum Project Value:** The project must have a minimum value of \$750,000.
- 3.6 Project type:** Includes residential renovations, extensions and new builds.

4. Application Process

- 4.1** To apply, you must submit the required information by contacting us by phone, email or at our office.
- 4.2** Applications will be reviewed on a first-come, first-served basis, and acceptance is at our discretion

5. Limitations and Exclusions

- 5.1** The offer is limited to one set of free architectural drawings per household
- 5.2** The drawings provided are for residential use only and are not applicable to commercial, industrial, or mixed-use projects.
- 5.3** We reserve the right to refuse or withdraw the offer at any time without notice.

6. Use of Drawings

- 6.1** The free architectural drawings provided are for your personal use and are not to be resold, reproduced, or used for commercial purposes.
- 6.2** Any modifications or further use of the drawings should be approved by us in writing.

7. Architectural Drawings

- 7.1 Architect Selection:** The architect must be selected from the Builder's approved list of architects.

7.2 Payment and Reimbursement:

- The client must pay the architect's fees upfront.
- The Builder will reimburse the client for these fees once the Builder receives the first progress payment from the client (not being the deposit).

7.3 Scope of Architectural Services: The architectural services covered under this offer include those specified in Annex A of this document.

8. Preliminary Builders Agreement

The client must sign a Preliminary Builders Agreement before commencing any architectural work.

9. Proof of Ownership

Proof of ownership of the property where the construction, extension, or renovation will take place must be provided before the architect's engagement begins.

10. Changes to Terms

The Builder reserves the right to change these terms and conditions at any time. Any changes will be posted on the AP Designer Homes website or emailed. Clients are advised to request and review the terms regularly.

11. Intellectual Property

The drawings remain the exclusive intellectual property of AP Designer Homes. You are granted a non-exclusive, non-transferable license to use the drawings solely in connection with the specific project for which they were provided, and exclusively with AP Designer Homes. These drawings may not be used with any other builder or for any other purpose.

12. Data Protection

We will handle your personal information in accordance with our Privacy Policy. By submitting your application, you consent to the collection and use of your data as outlined in the policy.

13. Miscellaneous

13.1 Non-Transferable: This offer is non-transferable and cannot be exchanged for cash or any other benefit.

13.2 Exclusions: The offer does not cover any additional costs beyond those specified in Annex A.

13.3 Governing Law: These terms and conditions are governed by the laws of South Australia.

14. Contact Information

For any inquiries regarding this offer, please contact:

- **Builder's Company Name:** AP Designer Homes
 - **Address** 600 Goodwood Rd, Daw Park SA 5041
 - **Phone:** 0413 160 575
 - **Email:** admin@apdh.com.au
 - **Website:** www.apdh.com.au
-

Annex A: Scope of Architectural Services

Architecture Fee Structure

The fee included in this offer covers the following:

1. Concept Design
 - Start-up briefing meeting with Client and AP Designer Homes (“Builder”) to develop key project principal / budget expectations / program objectives
 - Locality Investigation and relevant authority research
 - Site Measure if required
 - Concept design based on brief
 - 2 sets of Amendments (any additional charges will be charged on an hourly rate or re-quoted and not covered by this agreement)
 - Set of Architectural Drawings Electronic sent to Client and Builder
 - Coordinate with Engineer if required
2. Planning – Design Development Drawings
 - Planning Approval Drawings (Development Plan Consent)
 - Coordinate Engineer (excluding engineering fees) if required
 - 2 sets of Amendments (any additional charges will be charged on an hourly rate or re-quoted and not included as part of this agreement)
 - Lodgement and Management of Application with relevant authorities (excludes council fees)
 - Set of Architectural Drawings Electronic sent to Client and Builder
3. Construction – Building Rules Consent Documentation
 - Documentation for Building Rules Consent based on Development Plan Consent (Planning Approval)
 - Prepare Master Architectural documentation:
 - i. Demolition Works
 - ii. New Works:
 - Site / Floor Plans
 - Roof Plan
 - Elevations
 - Slab Set Out Plan
 - Section
 - Details
 - Liaise with Structural Engineer on structural design
 - Liaise with Timber / Steel Framer
 - Liaise with other consultants if required
 - Liaise with Private Certifier
 - Set of Architectural Drawings Electronic sent to Client

Additional Services NOT included:

- Shadow maps Summer & Winter solstice (9am / noon / 3pm)
- Demolition plan and application lodgement
- Electrical Power Layout Plan
- Electrical Lighting Layout Plan
- Slab Set Out Plan
- Door and Window Schedule
- Furniture and object design
- Financial Feasibility Assessments
- Additional amendments (schedule of rates) (min 1 hr)
- Copy of certificate of title and deposited plan
- Copy of deposited plan

- Release of intellectual property in event of cancelled job (Auto Cad / Revit files)
- Consultants:
 - Engineering (level survey + civil design)
 - Engineering (footings and structural steel)
 - Services Engineering (Mechanical / Electrical / Hydraulic / Fire)
 - Timber / Steel framing
 - Energy Assessment Report
 - Certifier

Additional Exclusions:

- Marketing Presentation Drawings
- All statutory authorities and fees
- CITB Levy (Is a Building and Construction Tax. The Construction Industry Training Fund (CITF) levy is collected on building and construction activity in South Australia. CITB collects a levy of 0.25% on the value of building and construction projects valued at or over \$40,000.)
- Printing requirements
- Redesign of documents due to change in brief
- Additional works or consultations outside the scope of works quoted
- Additional works or consultations required to obtain council approval
- Fee incurred by other consultants
- Additional inspections outside scope of works quoted
- Project or construction management
- Distribution to third party on client's behalf
- Internal elevations or joinery design
- Fixtures and fitting schedule
- Colour and material schedule
- Heritage Architect advice
- It is acknowledged by both parties that the consultant's scope of services does not include any services related to asbestos
- To the fullest extent permitted by law the consultant (architect and builder) are not liable for any claims, suits, demands, losses or costs caused by, arising out of or in any way connected with asbestos, whether liability arises under breach of contract or tort including negligence or statutory liability or any other cause of action.