

# **ArchiAssist Architectural, Interiors & Landscape Documentation Products Terms of Use**

The following are the responsibilities and limitations (Terms of Use) of both of ArchiAssist Pty Ltd and the Users of ArchiAssist documentation products (purchasers):

## **ArchiAssist Pty Ltd Responsibilities and Limitations**

1. Provide for on-line sale to Users, the Architectural, Interiors & Landscape documentation products available from [www.archiassist.com.au](http://www.archiassist.com.au) . Content includes the majority of typical/common, good quality, modern Australian construction detail (excluding rare/speciality/innovative/antiquated detail, and building-type specific detail). Content is also that which is common/universal (ie recurs regularly on Australian building sites) in the building industry, and individual project specific detail is expected to be drawn or scheduled in the Users other documentation.
2. Design & Construct (D&C) products are not made to be used for final construction documentation.
3. Provide as-required phone or email advice for Users regarding; 1) editing products and, 2) product use during construction (including answering on-site Specification related questions).
4. Users (after the initial purchase) of a ArchiAssist Master Specification Package will receive free updates for life (perpetual subscription). Updated products are published April 1st and October 1st yearly. Updates will be delivered or will be accessible to Users on-line. Free updates for life means for the life of ArchiAssist or the life of the Users business entity.
5. ArchiAssist will email Users to inform them of important matters relating to ArchiAssist. It is intended the frequency of emails will not exceed 12 emails per year, however there may be special offers made available which will require a series of slightly more emails over a short period of time (usually a week or fortnight).
6. ArchiAssist retains copyright on its products.
7. These 'Terms of Use' may be updated by ArchiAssist anytime without notice. Regardless, the 'Terms of Use' available at time of purchase apply always to that purchase.

## **Users Responsibilities and Limitations**

1. Products can be used on unlimited projects, used only by employees of the business entity that purchased the product/s.
2. Users who are multi-Australian-State business entities cannot share products with their inter-State offices (ie products are to be used only by the office that purchased them in that particular State).
3. Users cannot: 1) sell or share products with any other individual or business entity; 2) use any product content in another document; 3) use products for documentation on behalf of a separate design business entity.
4. An experienced technician is to edit products into project specific contract documents and be responsible for editing quality. Editing is primarily deleting content not applicable to the specific project (additions are to be minimal or not done at all).
5. Users are responsible for researching, selecting and documenting project specific detail.
6. Users acknowledge that successful construction is primarily influenced by: 1) well drafted contract documentation; 2) diligent selection of a competent and appropriate Builder; 3) well attended contract administration.
7. Users are to know: 1) specific project documentation requirements; 2) the importance and use of a Specification; 3) the importance of documenting items in one logical place and avoiding information double-up.
8. Users are expected to have read the applicable *Sample Specification* and its explanatory preamble before purchasing an ArchiAssist Package.

Thank you. Greg Blain Architect Creator of ArchiAssist.

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## Dispute Resolution

Dear User,

In simple terms, that below says that if in the rare event of a dispute between ArchiAssist Pty Ltd and the User (the Parties), it is to be resolved by mediation, and it doesn't go to court.

Thank you, Greg.

- A. Dispute between the Parties will be dealt with as follows (action in a court of law or tribunal will only apply where urgent interlocutory relief to protect a right or interest is required).

If a Party (the 1<sup>st</sup> Party) considers a wrong-doing by the other (the 2<sup>nd</sup> Party), the 1<sup>st</sup> Party is to write a notice to the 2<sup>nd</sup> Party, detailing; dispute description, and how it thinks the 2<sup>nd</sup> Party should resolve the dispute.

Within 7 days of receipt of this notice, the 2<sup>nd</sup> Party is to respond in writing; what they agree and disagree with in the dispute notice, their own views of the dispute, a suggestion to resolve the dispute.

Within 15 working days after the 1<sup>st</sup> Party receives the reply notice, both Parties will cooperate to resolve the dispute via direct negotiation together with a Representative Facilitator from LEADR (Association of Dispute Resolvers). The organization and fees of this Representative will be responsibility of the 1<sup>st</sup> Party. If this process of negotiation fails to resolve the dispute after the 15 day period, the following applies.

- B. Failing resolution via Item A above, the Parties will cooperate to settle the dispute by mediation, mediated by a Queensland Mediator (who has no prior relationship with any Party) appointed by the Chair of LEADR (Association of Dispute Resolvers), organized by the 1<sup>st</sup> Party.

Mediation is to commence within 20 working days after negotiation (under Item A) finish. Each Party will pay their own costs of this Mediation, and pay equally (50% each) the Mediators fees. LEADR Mediation Rules (available at [www.leadr.com.au](http://www.leadr.com.au)) apply to the mediation.

If this process of mediation fails to resolve the dispute, the Parties agree to the following.

- C. Failing resolution via Item B above, the Parties will cooperate to settle the dispute by Commercial Arbitration, having a Arbitrator appointed under the Commercial Arbitration Act (Queensland), and appointed by a Representative of the Chair of the Australian Commercial Disputes Centre (ACDC). Arbitration will be conducted in Brisbane, Queensland (under ACDC Rules current at time of dispute) and the Arbitrator will adjudicate the dispute via making an arbitral award, which will be final and binding.

An Arbitrator is to be selected within 15 working days after negotiation (under Item B) finish. Each Party will meet their own costs of this Arbitration, and pay equally (50% each) the Arbitrators fees.

The terms of this Item C shall survive termination the Terms & Conditions between the Parties.