

Building Act 1993
Building Regulations
2018

TERMS AND CONDITIONS

Trading name: Swimming Pool Compliance Inspections (SPCI)

Business Address: PO BOX 153 Creswick, 3363
ACN: 635 425 900 ABN: 40 635 425 900

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1 NATURE OF CONTRACT

- 1.1 The *Inspector* shall carry out upon request by the *owner*, and in accordance with the *Building Act 1993* and *Regulations*, the *Services* in accordance with this Agreement
- 1.2 The *owner* shall pay *SPCI \$450 + GST for an inspection* in accordance with this Agreement.
- 1.3 The inspection services provided by *SPCI* do not require shipping/ delivery charges.

2 OWNERS WARRANTIES AND INDEMNITIES

- 2.1 The *owner* warrants:
 - 1. the accuracy and completeness of all information given to *SPCI*;
 - 2. that *SPCI* when carrying out *the "Services"* acts with the *owner's* authority;
- 2.2 The *owner* shall indemnify *SPCI* against any claims in respect of the *SPCI* acting within authority as the *owner's* agent.

3 SERVICE OF CERTIFICATES OF COMPLIANCE OR NON-COMPLIANCE

- 3.1 A certificate of compliance or non-compliance (and any other document) shall be deemed to have been given and received:
 - 1. if addressed or delivered to the email address provided to *SPCI* from the *owner/ occupier* at the time of booking an inspection; and
 - 2. on the earliest day of
 - (i) actual receipt; or
 - (ii) two (2) days after emailing.

4 INFORMATION

- 4.1 The *owner* shall:
 - 1. promptly answer any reasonable enquiries made by the *SPCI* in connection with the *Services*;
 - 2. direct others to liaise, co-operate and confer with *SPCI* when necessary; and
 - 3. provide *SPCI* with all relevant information.

5 SPCI REPRESENTATIVES AND KEY PERSONNEL

SPCI shall provide the *Services* personally or by a competent representative.

6 PAYMENT

- 6.1 Payment is to be made to *SPCI* through the website at the time of booking. Card details are transmitted through a secure server using Eway. Card data is not hosted by *SPCI* after processing.
- 6.2 All transactions are in Australian dollars

6.3 A booking cannot be completed without payment being approved.

7 REFUND POLICY

7.1 Please choose the date of inspection carefully ensuring your availability or access to be provided to SPCI's inspectors. We do not normally give refunds if you simply change your mind or make a wrong decision. If, however for unforeseen circumstances occur a credit may be applied for. Credits will not be provided within 48hrs of appointment date.

8 THE SERVICES

8.1 Swimming Pool Compliance Inspection

- (a) The owner/ occupier certifies that the swimming pool has been constructed with a Building Permit and has received a certificate of final inspection.
- (b) The owner/ occupier may request an inspection through the website only.
- (c) The owner/ occupier certifies that all information provided is true and correct.
- (d) The *owner* in requesting an inspection must:
 - (i) Allow a minimum of 2 weeks between making the inspection and the booking date; and
 - (ii) Use the checklist provided to get the best chance of certificate of compliance being issued; and
 - (iii) pay the required *fee*; and
 - (iv) comply with the requirements of the *Building Act 1993*; and
 - (v) comply with the requirements of the *Building Regulations 2018*;
 - (vi) comply with the requirements of the *relevant version of AS1926.1 & 2*
- (e)

9 CERTIFICATE OF NON-COMPLIANCE

If the *owner's/ occupier's* swimming pool/ spa safety barrier fails to comply relevant version of AS1926.1 & 2 and the Building Regulations 2018:

- (a) the certificate of non-compliance is to be issued to the relevant council without delay.

10 CERTIFICATE OF COMPLIANCE

If the *owner's/ occupier's* swimming pool/ spa safety barrier complies with the relevant version of AS1926.1 & 2 and the Building Regulations 2018:

- (b) the certificate of compliance is to be issued to the relevant council without delay.

11 OWNERS OBLIGATIONS

11.1 The *owner* hereby acknowledges his/her/its ongoing obligations pursuant to the *Building Act 1993* and the *Regulations* including but are not limited to:

11.1.1 providing SPCI with unfettered access to the *subject property*;

11.1.2 not obstructing SPCI in carrying out its functions;

11.1.3 not provide SPCI with any information which may be misleading or deceptive;

11.1.4 advising the relevant council:

1. if the *subject property* is transferred to a new *owner*.

12 ENTIRE AGREEMENT

This document embodies the entire agreement between the parties and any previous or simultaneous negotiations, representations, arrangements and agreements are superseded by this Agreement. No amendment or variation may be made to this Agreement other than in writing executed by each of the parties.

13 SEVERANCE

In the event that any condition or provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever that condition or provision shall be read down to the extent necessary to give it, if possible, partial operation, but if that is not possible, the condition or provision may be severed and the remainder of this Agreement shall remain in full effect.

14 DEFINITIONS

In this Agreement—

<i>Building</i>	includes structure, temporary building, temporary structure and any part of a building or structure;
<i>Building Appeals Board</i>	means the Building Appeals Board under Part 10 of the Building Act 1993;
<i>Victorian Building Authority</i>	means the Victorian Building Authority under Part 12 of the Building Act
<i>Building Practitioner</i>	1993; has the same meaning as it has in the Building Act 1993;
<i>Building Practitioners Board</i>	means the Building Practitioners Board under Part 11 of the Building Act 1993;
<i>Certificate of Consent</i>	means a certificate of consent under Division 3A of Part 3 of the Building Act 1993;
<i>Council</i>	means a council within the meaning of the <i>Local Government Act 1989</i> ;
<i>Fee</i>	means the fee calculated and charged at the time of making a booking;

Fee adjustment	means a sum to be added to or deducted from the fee;
Function	includes power, authority and duty;
Legislative requirements	includes: <ul style="list-style-type: none"> (a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where Services are being provided; (b) Certificates, licences, consents permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Services and (c) Fees and charges payable in connection with the foregoing;
Municipal Building Surveyor	means a person for the time being appointed, employed or nominated by a council as its municipal building surveyor for the purposes of this Act;
Owner	means <ul style="list-style-type: none"> (a) the person who is registered or entitled to be registered as proprietor, or the persons who are registered or entitled to be registered as proprietors, of an estate in fee simple in the land; and (b) in relation to Crown land reserved under the <i>Crown Land (Reserves) Act 1978</i> and managed or controlled by a committee of management, means the Minister administering that Act; and (c) in relation to any other Crown land, means the Minister or <i>public authority</i> that manages or controls the land; (d) in relation to a building, means the owner of the land on which a building is situated;
Occupier	means <ul style="list-style-type: none"> (a) the person who is the tenant of the registered or entitled to be registered as proprietor, or the persons who are registered or entitled to be registered as proprietors, of an estate in fee simple in the land;

Expenses

Expenses include out of pocket payments or obligations to pay third persons that are incurred or paid on your behalf.

ITEMS	\$	Fee*	Fee Type**
Swimming pool/ spa Safety Barrier inspection and Certificate of Compliance	\$	450 + GST	per inspection

15 PRIVACY POLICY

This Privacy Policy sets out our commitment to protecting the privacy of personal information provided to us, or otherwise collected by us, offline or online, including through our www.spci.com.au (**Site**). In this Privacy Policy **we, us or our** means Swimming Pool Compliance Inspections (SPCI) ABN: 40 635 425 900.

Personal information

The types of personal information we may collect about you include:

- [your name;
- your contact details, including email address, mailing address, street address and/or telephone number;
- your demographic information, such as postcode;
- information you provide to us through customer surveys;
- details of products and services we have provided to you and/or that you have enquired about, and our response to you;
- your browser session and geo-location data, device and network information, statistics on page views and sessions, acquisition sources, search queries and/or browsing behaviour;
- information about your access and use of our Site, including through the use of Internet cookies, your communications with our Site, the type of browser you are using, the type of operating system you are using and the domain name of your Internet service provider;
- additional personal information that you provide to us, directly or indirectly, through your use of our Site, associated applications, associated social media platforms and/or accounts from which you permit us to collect information; and

Collection and use of personal information

We may collect, hold, use and disclose personal information for the following purposes:

- to enable you to access and use our Site, associated applications and associated social media platforms;
- to contact and communicate with you;
- for internal record keeping and administrative purposes;
- for analytics, market research and business development, including to operate and improve our Site, associated applications and associated social media platforms;

- for advertising and marketing, including to send you promotional information about our products and services and information about third parties that we consider may be of interest to you;
- to comply with our legal obligations and resolve any disputes that we may have; and

Disclosure of personal information to third parties

We may disclose personal information to:

- [third party service providers for the purpose of enabling them to provide their services, including (without limitation) IT service providers, data storage, web-hosting and server providers, debt collectors, maintenance or problem-solving providers, marketing or advertising providers, professional advisors and payment systems operators;
- our employees, contractors and/or related entities;
- our existing or potential agents or business partners;
- sponsors or promoters of any competition we run;
- anyone to whom our business or assets (or any part of them) are, or may (in good faith) be, transferred;
- credit reporting agencies, courts, tribunals and regulatory authorities, in the event you fail to pay for goods or services we have provided to you;
- courts, tribunals, regulatory authorities and law enforcement officers, as required by law, in connection with any actual or prospective legal proceedings, or in order to establish, exercise or defend our legal rights; [and]
- third parties to collect and process data, such as [Google Analytics or other relevant businesses]. This may include parties that store data outside of Australia [including in [insert if known]].]

By providing us with personal information, you consent to the disclosure of your personal information to third parties who reside outside Australia and acknowledge that we are not required to ensure that those third parties comply with Australian privacy laws. **[Delete this text after reading: Insert this clause if appropriate – Where we disclose your personal information to third parties, we will request that the third party handle your personal information in accordance with this Privacy Policy.]**

How we treat personal information that is also sensitive information

Sensitive information is a subset of personal information that is given a higher level of protection under the Australian Privacy Principles. **Sensitive information** means information relating to your racial or ethnic origin, political opinions, religion, trade union or other professional associations or memberships, philosophical beliefs, sexual orientation or practices, criminal records, health information or biometric information.

Your rights and controlling your personal information

Choice and consent: Please read this Privacy Policy carefully. By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with this Privacy Policy. You do not have to provide personal information to us, however, if you do not, it may affect your use of this Site or the products and/or services offered on or through it.

Information from third parties: If we receive personal information about you from a third party, we will protect it as set out in this Privacy Policy. If you are a third party providing personal information about somebody else, you represent and warrant that you have such person's consent to provide the personal information to us.

Restrict: You may choose to restrict the collection or use of your personal information. If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by contacting us using the details below.

Access: You may request details of the personal information that we hold about you. An administrative fee may be payable for the provision of such information. In certain circumstances, as set out in the *Privacy Act 1988* (Cth), we may refuse to provide you with

personal information that we hold about you.

Correction: If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us using the details below. We will take reasonable steps to correct any information found to be inaccurate, incomplete, misleading or out of date.

Complaints: If you believe that we have breached the Australian Privacy Principles and wish to make a complaint, please contact us using the details below and provide us with full details of the alleged breach. We will promptly investigate your complaint and respond to you, in writing, setting out the outcome of our investigation and the steps we will take to deal with your complaint.

Unsubscribe: To unsubscribe from our e-mail database or opt-out of communications (including marketing communications), please contact us using the details below or opt-out using the opt-out facilities provided in the communication.

Storage and security

We are committed to ensuring that the personal information we collect is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the personal information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

We cannot guarantee the security of any information that is transmitted to or by us over the Internet. The transmission and exchange of information is carried out at your own risk. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that the personal information we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

Cookies and web beacons

We may use cookies on our Site from time to time. Cookies are text files placed in your computer's browser to store your preferences. Cookies, by themselves, do not tell us your email address or other personally identifiable information. However, they do allow third parties, such as Google and Facebook, to cause our advertisements to appear on your social media and online media feeds as part of our retargeting campaigns. If and when you choose to provide our Site with personal information, this information may be linked to the data stored in the cookie.

We may use web beacons on our Site from time to time. Web beacons (also known as Clear GIFs) are small pieces of code placed on a web page to monitor the visitor's behaviour and collect data about the visitor's viewing of a web page. For example, web beacons can be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing that page.

Links to other websites

Our Site may contain links to other websites. We do not have any control over those websites and we are not responsible for the protection and privacy of any personal information which you provide whilst visiting those websites. Those websites are not governed by this Privacy Policy.

Amendments

We may, at any time and at our discretion, vary this Privacy Policy by publishing the amended Privacy Policy on our Site. We recommend you check our Site regularly to ensure you are aware of our current Privacy Policy.

For any questions or notices, please contact our Privacy Officer at:

Swimming Pool Compliance Inspections (SPCI) ABN: 40 635 425 900. Email: ben@spci.com.au

Last update: 7/12/2019

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16 CUSTOMER SERVICE CONTACT DETAILS

EMAIL: ben@spci.com.au

