

Our Ref: QU052

24 July 2023

Narara Ecovillage Co-operative Limited
30 Research Road
Narara NSW 2250



Attention: Mr G Rickey

Dear Grant

**Re: Fee proposal for Bushfire Consultancy Services at
Narara Ecovillage, Gugandi Road, Narara**

Thank you for your request for *Waratah Bushfire Planning* to provide a fee proposal for bushfire consultancy services in connection with the above project.

Scope of works

The following quotation is for the preparation of a Bush Fire Assessment Report for individual lots within the Stage 2 subdivision at Narara Ecovillage (NEV).

An application for a Subdivision Certificate has been submitted to Central Coast Council and NEV is expecting title registration in the third quarter of 2023 after which NEV Co-op members will take ownership of their lots and will start preparing the DA documentation needed for their individual house builds.

We understand that some will do this shortly after taking ownership of the lot others might take longer up, to 18 months from the time of title transfer and that each member will need a Bushfire Assessment Report with their DA which will be commissioned and paid for by the lot owners themselves.

The following quotation is the standard fee for the preparation of a bush fire report suitable for DA submission. In particular, the report will confirm the BAL rating for the property (inclusive of downgrades for elevations shielded from the hazard) as well as a review of landscaping in compliance with *Planning for Bush Fire Protection 2019*.

Site inspections will be undertaken (and have been incorporated in the report fee) to ensure APZ's are being maintained within NEV to support the BAL rating applied.

Proposed fees

Bush Fire Assessment Report

Description of task	Fee
Preparation of a Bushfire Management Plan – GIS mapping depicting asset protection zone, BAL rating and landscaping guidelines	\$ 200.00
Prepare Bush Fire Assessment report	\$ 450.00
Additional work requests or client meetings - at nominated hourly rates	At cost
Subtotal	\$ 650.00
GST	\$ 65.00
Total Cost	\$ 715.00

Client meetings and additional works requests

Client meetings will be charged at nominated hourly rates as per the Schedule of hourly rates.

If WBP is requested to undertake work additional to that quoted above, it will be necessary for the person or entity responsible for payment to confirm acknowledgement, via email that the additional work has been authorised. Additional work will be undertaken as per the Schedule of hourly rates unless a further quotation is requested by the client.

Assumptions and exclusions

The proposed fees are based on acceptance of the following assumptions and exclusions:

- At this stage we understand the scope of the project to be that as set out above. Once the fee has been approved, changes to the above scope can be accommodated upon written approval between Waratah Bushfire Planning and the Client, with work undertaken and invoicing to be updated accordingly.
- All relevant and requested information (or equivalent of) will be provided in a timely manner for WBP to be able to undertake the proposed tasks within the agreed timeframes.
- Should any additional information be required during the course of undertaking the agreed scope of work, WBP assume that you or your representatives will provide the additional information required.
- Site inspections and on-site meetings will be held only with the express permission of the Client.
- The final report will be provided to the client as a *.pdf* document to enable printing by the client, if required. If hard copies of the final report are required, these will be supplied at cost.

- Disbursements are noted on our fee proposal if they are required. These include costs such as accommodation, equipment or consumables used in undertaking the project.
- If consultation with any agency is required, it will be undertaken at nominated hourly rates (additional work request), unless already provided for in the fee proposal.

Schedule of hourly rates – (excluding GST) for any items not included in scope:

Manager Bushfire Services	\$200 p/hr
GIS mapping	\$165 p/hr
Administration	\$75 p/hr

Supply of information

On acceptance of the above proposal, *WBP* requires from you the following information as soon as reasonably practicable:

- a) Site or subdivision plans, PDF or JPEG and geo-referenced .dwg;
- b) clear site/boundary definition (fences or pegs); and
- c) location of buildings either on plan or by survey pegs on the ground

Timing

Should you have a specific delivery date then please advise us immediately.

Accreditations and quality assurance

Nicole van Dorst, is an accredited Level 3 (BPAD 23610) practitioner under the Bushfire Planning and Design (BPAD) Accreditation Scheme administered by the Fire Protection Association Australia (FPAA). BPAD-accredited practitioners are recognised by industry, regulators, fire agencies, end-users and the community as providers of professional bushfire assessment, planning, design and advice services.

We have a rigorous peer review process to minimise errors. We also adhere to our internal Business Code of Conduct as well as the Fire Protection Association of Australia Code of Conduct.

Insurance schedule

We hold Professional Indemnity Insurance (\$20 million cover), Public Liability (\$10 million cover) and Workers Compensation Insurance.

Approval to proceed and engagement

Thank you for the opportunity to provide a fee proposal, should you wish to utilise our services could you please complete and sign the general conditions of engagement and the authorisation to undertake works, attached, and return it to us. We will then issue a Tax Invoice to enable payment of a commencement deposit of 50% of the quoted fee.

Progress invoices may be issued for work undertaken and all outstanding fees are required to be paid prior to issue of final reports. Invoices issued by *Waratah Bushfire Planning* are payable upon receipt of invoice, unless alternate payment terms have been approved by the Managing Director.

If you require any further information please do not hesitate to contact Nicole van Dorst on (02) 4340 5331 or at nicolevandorst@waratahbushfire.com.au.

Yours sincerely



Nicole van Dorst



Managing Director – **Waratah Bushfire Planning**

Accredited Bushfire Planning and Design (BPAD) Practitioner
Fire Protection Association Australia BPAD-Level 3 (BPAD 23610)



M 0477 516 455
P PO Box 1119 Terrigal 2260
E nicole@waratahbushfire.com.au
W www.waratahbushfire.com.au

Authorisation to undertake works at Narara Ecovillage, Gugandi Road, Narara

I accept this quotation and certify that the above information is true and correct. I have read and understand the terms and conditions of trade and agree to be bound by these conditions.

Clients Details or an authorised representative

(NOTE: If acting on behalf of another company an email or written authorisation from the director of that company is required on their letterhead)

Company Name.....
(Invoices will be issued in this name)

Signed..... Printed Name.....

Position held.....

ABN/ACN.....

Email address

Street Address.....

Postal Address.....

Phone No..... Mobile.....

Date:

Is the site currently tenanted or owner occupied?.....

Payment is required prior to the delivery of documentation. This quotation remains valid for 30 days from the above date after which a revised quote may be necessary. Any variation to the above quantities or the requested services may result in a variation in the quoted price.

*This page can be scanned and returned to
Waratah Bushfire Planning to confirm acceptance of our fee proposal*

Waratah Bushfire Planning – terms and conditions of trade

1. Definitions

- 1.1. "**Contract**" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to this contract.
- 1.2. "**WBP**" means Waratah Bushfire Planning its successors and assigns or any person acting on behalf of and with the authority of Waratah Bushfire Planning.
- 1.3. "**Client**" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting WBP to provide the services as specified in any proposal, quotation, order, invoice, or other documentation, and:
 - a) If there is more than one Client, is a reference to each Client jointly and severally; and
 - b) If the Client is a partnership, it shall bind each partner jointly in severally; and
 - c) If the Client is part of a Trust, shall be bound in their capacity as a trustee; and
 - d) Includes the Client's executors, administrators, successors and permitted assigns.
- 1.4. "**Incidental items**" means any goods, documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by WBP in the course of it conducting, or supplying to the Client, any services.
- 1.5. "**Services**" means all services supplied but WBP to the Client at the Client's request from time to time.
- 1.6. "**Confidential Information**" means information of confidential nature whether oral, written or electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "**Personal Information**" such as: name, address, D.O.B, occupation, drivers licence details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contract information (where applicable), previous credit applications, credit history) and pricing details.
- 1.7. "**Price**" means the price payable (plus any GST where applicable) for the Services agreed between WBP and the Client with clause 5 of this contract.
- 1.8. "**GST**" means goods and services tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth)

2. Acceptance

- 2.1. The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by WBP.
- 2.2. Any amendments to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.3. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with section 9 of the *Electronic Transactions Act 2000* or any other applicable provisions of that Act or any regulations referred to in that Act.

3. Errors and Omissions

- 3.1. The Client acknowledges and accepts WBP shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 - a) resulting from an inadvertent mistake made by WBP in the formation and/or administration of this contract; and/or
 - b) contained in/omitted from any literature (hard copy and/or electronic) supplied by WBP in respect of the services.
- 3.2. In the event such as an error and/or omission occurs in accordance with clause 3.1 and is not attributable to the negligence and/or wilful misconduct of WBP; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid

4. Change in Control.
 - 4.1 The Client shall give WBP not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by WBP as a result of the Client's failure to comply with this clause.

5. Price and payment
 - 5.1 At WBP's sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by WBP to the Client; or
 - (b) the Price as at the date of delivery of the Services according to WBP's current price list; or
 - (c) WBP's quoted price (subject to clause 5.2) which may be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
 - 5.2 WBP reserves the right to change the Price if a variation to the WBP's quotation is requested. Variations will be charged on the basis of WBP's quotation, and will be detailed in writing, and shown as variations on WBP invoice. The Client shall be required to respond to any variation submitted by WBP within ten (10) working days. Failure to do so will be entitled WBP to add the cost of variation to the Price. Payment for all variations must be made in full at the time of their completion.
 - 5.3 At WBP's sole discretion a non-refundable deposit may be required.
 - 5.4 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by the WBP, which may be:
 - (a) on or before delivery of the Services;
 - (b) by way of instalments/progress payments in accordance with WBP's payment schedule;
 - (c) For approved credit account holders fourteen (14) all days following the date of any invoice; and
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by WBP
 - 5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Clients and WBP.
 - 5.6 WBP may at its discretion allocate any payment received from the Client towards any invoice that WBP determines and may do so at the time of receipt or at any time afterwards.
 - 5.7 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owned to the Client by WBP nor to withhold payment of any invoice because part of that invoice is in dispute.
 - 5.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to WBP an amount equal to any GST WBP must pay for any supply by WBP under this or any other agreement for providing WBP's services. The Client must pay GST, without deduction or set off any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the price except where they are expressly included in the Price.

6. Provision of the services
 - 6.1 At WBP's sole discretion delivery of the services shall take place when:
 - (a) the services are supplied to the Clients at WBP's address; or
 - (b) the services are supplied to the Client at the Client's nominated address.
 - 6.2 Delivery of the services to a third party nominated by the Client is deemed to be delivery to the Client for the purpose of this contract.
 - 6.3 WBP may deliver the services in separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
 - 6.4 Any time specified by WBP for delivery of the Services is an estimate only and WBP will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that WBP is unable to supply the services as agreed solely due to an action or inaction of the twilight then WBP will be entitled to charge the reasonable fee of resupplying the services at a later time and date.

7. Risk

- 7.1 Irrespective of whether WBP retains ownership over any Incidental Items all risk of such items shall pass to the Client as soon as such items are delivered to the Client and shall remain with the Client until such time as WBP may repossess the Incidental Items in accordance with clause 9.3(f). The Client must insure all Incidental Items on or before delivery.
- 7.2 WBP reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Incidental Item as a result of the Client's failure to insure in accordance with clause 7.1.

8. Compliance

- 8.1 The Client and WBP shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities etc. that may be applicable to the Services supplied under this contract.
- 8.2 The Client shall obtain (at the expense of the Client) all licences, permits, approvals etc. that may be required for the Services.

9. Title to Incidental items

- 9.1 WBP and the Client agree that where it is intended that the ownership of Incidental Items is to pass to the Client that such ownership shall not be passed until:
 - (a) the Client has paid WBP all amounts for the service; and
 - (b) the Client has met all other obligations due by the Client to WBP in respect of all contracts between WBP and the Client.
- 9.2 Receipt by WBP of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then WBP's ownership of rights in respect of the Incidental Item shall continue.
- 9.3 It is further agreed that, until ownership of the Incidental items passes to the Client in accordance with clause 9.1:
 - (a) The Client is only a bailee of the Incidental Items and must return the Incidental Items to WBP immediately upon the request by WBP
 - (b) the Client holds the benefit of the Client's insurance of the Incidental Items on trust for WBP and must pay to WBP the proceeds of any insurance in the event of the Incidental items being lost, damaged or destroyed;
 - (c) the Client must not sell, dispose, or otherwise part with the possession of the Incidental Items. If the Client sells, disposes or parts with possession of the Incidental Items then the Client must hold the proceeds of the sale of Incidental Items on Trust for WBP and must pay or deliver the proceeds to WBP on demand;
 - (d) The Client should not convert or process the Incidental Items or intermix with other goods, but if the Client does so then the Client holds the resulting product on trust for the benefit of WBP and must dispose of or return the resulting product to WBP as WBP so directs;
 - (e) The Client shall not charge or grant an encumbrance over the Incidental Items nor grant nor otherwise give away any interest in the Incidental Items while they remain the property of WBP;
 - (f) the Client irrevocably authorises WBP to enter any premise where WBP believes Incidental Items are kept and recover possession of the Incidental Items.

10 Security and Charge

- 10.1 In consideration of WBP agreeing to supply services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 10.2 The client indemnifies WBP from and against all WBP's costs and disbursements including legal costs on the solicitor and own client basis incurred in exercising WBP's rights under this clause.
- 10.3 The Client irrevocably appoints WBP as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any documents on the Client's behalf.

- 11 Defects, Warranties and the Competition and Consumer Act 2010 ("CCA")
 - 11.1 The Client must inspect WBP's Services on completion of Services and must within twenty-four (24) hours notify WBP in writing of any evident defect in the Services or Incidental Items provided (including WBP workmanship) or any other failure by WBP to comply with the description of, or quote for, the Services which WBP was to supply. The Client must notify any alleged defect in WBP services or Incidental Items as soon as reasonably possible after any such defect becomes evident. Upon such notification, the Client must allow WBP to review the Services or Incidental Items that were provided.
 - 11.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).
 - 11.3 WBP acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
 - 11.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, WBP makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. WBP's liability in respect of these warranties is limited to the fullest extent permitted by law.
 - 11.5 If the Client is a consumer within the meaning of CCA, WBP's liability is limited to the extent permitted by section 64A of Schedule 2.
 - 11.6 If WBP is required to rectify, resupply, or pay the costs of re-supplying the Services under this clause of the CCA, but is unable to do so, then WBP may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services and Incidental Items which have been provided to the Client which were not defective.
 - 11.7 If the client is not a consumer within the meaning of the CCA WBP's liability for any defective Services or Incidental Items is
 - (a) limited to the value of an express warranty or warranty card provided to the client by WBP at WBP's sole discretion;
 - (b) be otherwise negated absolutely.
 - 11.8 Notwithstanding clause is 12.1 to 12.7 but subject to the CCA, WBP shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
 - (a) The Client failing to properly maintain or store any Incidental Items;
 - (b) the Client using the Incidental Items for any purpose other than that for which they were designed;
 - (c) the Client continuing to use the Incidental Items after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) interference with the services by the Client or any third party without WBP's prior approval;
 - (e) The Client failing to follow any instructions or guidelines provided by WBP;
 - (f) fair wear and tear, any incident, or act of God.
- 12 Intellectual Property
 - 12.1 Where WBP has designed, drawn or developed Incidental Items for the Client, then the copyright in any Incidental Items shall remain the property of WBP. Under no circumstances may such designs, drawings and documents be used without the express written approval of WBP.
 - 12.2 The Client warrants that all designs, specifications or instructions given to WBP will not cause WBP to infringe any patent, registered design or trademark in the execution of the Clients order and the Client agrees to indemnify WBP against any action taken by a third party against WBP in respect of any such infringement.
 - 12.3 The Client agrees that WBP may (at no cost) use the purposes of marketing or entry into any competition, any Incidental Items which WBP has created for the Client.
- 13 Default and Consequences of Default
 - 13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar

- month (and at WBP's sole discretion such interest shall compound monthly at such rate) after as well as before any judgement.
- 13.2 If the Client owes WBP any money the Client shall indemnify WBP from and against all costs and disbursements incurred by WBP in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, WBP contract default fee, and bank dishonour fees).
- 13.3 Further to any other rights or remedies WBP may have under this Contract, if a Client has made payment to WBP, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by WBP under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this contract.
- 13.4 Without prejudice to WBP's other remedies at law WBP shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing WBP shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to WBP becomes overdue, or in WBP's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client has exceeded any applicable credit limit provided by WBP;
 - (c) the Client becomes insolvent, convenes a meeting with the creditors or proposes or enters into an agreement with the creditors, or makes an assignment for the benefit of its creditors; or
 - (d) the receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any assets of the Client.
- 14 Cancellation
- 14.1 Without prejudice to any other remedies WBP may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions WBP may suspend or terminate the supply of Services to the Client. WBP will not be liable to the Client for any loss or damage the Client suffers because WBP has exercised its rights under this clause.
- 14.2 WBP may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are commenced by giving written notice to the Client. On giving such notice WBP shall repay to the Client any money paid by the Client for the Services. WBP shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 14.3 In the event that the Client cancels delivery of the services the Client shall be liable for any and all loss incurred (whether direct or indirect) by WBP as a direct result of the cancellation (including, but not limited to, any loss of profits)
- 15 Privacy Policy
- 15.1 Emails, documents, images or other recorded information held or used by WBP is Personal Information and therefore considered Confidential Information. WBP acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the *Privacy Act 1988* ('the Act') including part IIIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). WBP acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the client's personal information, held by WBP that may result in serious harm to the client, WBP will notify the Client in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law. Any release of such personal information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the client by written consent, unless subject to an operation of law.
- 15.2 Notwithstanding clause 16.1, privacy limitations will extend to WBP in respect of Cookies where the client utilises WBP website to make enquiries. WBP agrees to display reference to such cookies and/or similar tracking technologies, such as pixels and web beacons (if

applicable), such technology allows the collection of Personal Information such as the client's:

- (a) IP address, browser, email client type and other similar details;
- (b) tracking website usage and traffic; and
- (c) reports are available to WBP when WBP sends an email to the client, so WBP may collect and review that information ("collectively personal information")

16. General

- 16.1 The failure of either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the party's rights to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.2 These terms and conditions and any contract to which they apply shall be governed by the laws of NSW, the state in which WBP has its principal place of business.
- 16.3 Subject to clause 12, WBP shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by WBP of these terms and conditions (alternatively WBP's liability shall be limited to damages which under no circumstances shall exceed the Price of the Services).
- 16.4 WBP may licence and/or assign all or any part of its rights and/or obligations under this Contract without the client's consent.
- 16.5 The client cannot licence or assign without the written approval of WBP.
- 16.6 WBP may elect to subcontract out of any part of the Services but shall not be relieved from any liability or obligation under this Contract by doing so. Furthermore, the client agrees and understands that they have no authority to give any instruction to any of WBP sub-contractors without the authority of WBP.
- 16.7 The Client agrees that WBP may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such charges, or otherwise at such time as the Client makes a further request for WBP to provide Services to the Client.
- 16.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, Industrial action, fire flood, storm or other event beyond the reasonable control of either party.
- 16.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.