

## guarantee information

The Provider provides a "Money Back Guarantee" (herein also referred to as "Guarantee") strictly under the terms as follows:

- G1 The Guarantee shall be between the Client and the Provider named in the Document titled: Agreement for Architectural Services, Document ID: DOC8729.
- G2 This Guarantee shall only be provided by the Provider to a Private Home Owner named in the Document titled: Agreement for Architectural Services, Document ID: DOC8729, who is purchasing Architectural Services directly for themselves. No Guarantee is provided to Entities, Developers, Builders or Businesses.
- G3 This Guarantee is provided by the Provider expressly and solely where the local Territorial Authority (council) stamps the submitted Building Consent documents with the term "Denied" and does not provide, in writing or by voice or otherwise, a solution to remediate this matter and the Provider does not provide a solution to remediate this matter in its opinion.
- G4 The Guarantee shall not be transferable or assignable to any other persons or parties that are not laid out in the Agreement for Architectural Services, Document ID: DOC8729.
- G5 The Guarantee is offered by the Provider to Clients whose Project is of Entirely New Freestanding Building. For matter of clarity, a new section of a building being joined onto or in an existing structure of any type does not constitute an Entirely New Freestanding Building.
- G6 The Guarantee shall be payable only at the absolute and final discretion of the Provider, whose decision may be withheld for up to 24 months.
- G7 The Guarantee shall not be applicable where, at the discretion of the Provider, the services being provided by the Provider do not constitute an entire project.
- G8 The Monetary Value to be refunded as part of the Guarantee shall be strictly limited only to the value of "Step 4: Compliance Drawings and Submission" as detailed in the Document titled Agreement for Architectural Services, Document ID: DOC8729.
- G9 Any misrepresentation by the Client shall void any Guarantee provided or implied by the Provider.
- G10 Any failure to make payment to the Provider by the Client within the timeframe expressed by the Provider, or any breach any Agreement between the Client and the Provider, shall void this Guarantee and absolve the Provider of adhering to its terms.
- G11 Should the Client withhold information, knowingly or otherwise, that may or may not have impacted the outcome of a Building Consent Application, shall void the Guarantee and no amount shall be payable by the Provider to the Client. Should a matter of this nature become evident following the Providers payment to the Client, the Client shall refund all money paid to the Provider within 10 calendar days.
- G12 The Client shall complete any and all instruction at the Clients cost in accordance with the Providers Instruction. This includes but is not limited to the employment of, or extension of employment, of Separate Contractors and/or the Provider to undertake work at an hourly rate or increase in fees as per the Agreement between the Client and the Provider. This is required even after the council has stamped "Denied" on the any submitted Building Consent documents where the Client is so instructed by the Provider.
- G13 Should the Client cancel any Agreement between the Provider and the Client, then any Guarantee shall be void and no monetary value shall be payable by the Provider.
- G14 Should the Client use the Service Materials for any reason following payment of any Monetary Value by the Provider to the Client under this Guarantee, the Client shall pay the Provider back the whole Monetary Value paid to the Client by the Provider under this Guarantee.
- G15 For avoidance of doubt, this Guarantee and it's terms, conditions or provisions, does not absolve the Client or Provider of its other obligations under this or any other agreement between the parties.
- G16 Where a dispute arises around payment by the Provider to the Client for this Guarantee amount, the Client shall engage a Mediator or Arbitrator at the Clients sole cost. No cost for Arbitration or Mediation shall be payable by the Provider.
- G17 All Guarantee claims by the Client shall be made on the form provided to the Client by the Provider.
- G18 Where the Provider indicates to the Client, in writing or otherwise, that they do not believe that the project is unlikely to gain a Building Consent, but the Client requests the Provider to continue with work, this Guarantee shall be void and no payment shall be made by the Provider to the Client in any form at any time.

# APPLICATION FOR MONEY BACK GUARANTEE PAYMENT

This form is used to formally request payment of the Money Back Guarantee provided by the Provider

This notification is dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Client Details	
Name:	
Representative:	
Site Address:	
Postal Address:	
Phone Number:	
Mobile Number:	
Email:	

Provider Details	
Name:	
Representative:	
Office Address:	
Postal Address:	
Phone Number:	
Mobile Number:	
Email:	

Refund Account Details	
Account number:	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>
Reference:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Bank and Branch:	_____
Account Name:	_____

By making this application, we the Clients named above, have read and agree to be bound by the terms of the Guarantee included in the document with the title Guarantee Information, Document ID DOC14561. We have completed all instruction(s) provided to us by the Provider and meet all our obligations under our Agreement(s) with the Provider. We request that a refund for the value of "Step 4; Compliance Drawings and Submission" in our Document Titled: Agreement for Architectural Services; Document ID: DOC8729 and that this is made to the account listed above. We understand this application is subject to review by the Provider and all payments are made at the absolute discretion of the Provider.

Agreement	
Dated this the	_____ day of _____ 20_____
<b>Signed by Client(s)</b>	
<b>Signatory Name(s)</b>	