

Terms of Engagement

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These Terms apply to all work KK Tradie Docs ("we", "us") does for the client named in the acceptance section ("you"). You accept these Terms by signing below, by confirming acceptance by email, by paying a deposit, or by starting a monthly plan.

1. Our services

- 1.1 We prepare documents for your business, such as safe work method statements (SWMS), site safety forms, OHS management plans, policies, induction material, toolbox talks and tender or prequalification documents. We prepare them from our templates and the information you give us, and we format and brand them for your business.
- 1.2 Our services are document preparation and administrative support only. We do **not** provide professional occupational health and safety, engineering or legal advice. We do not inspect sites, supervise work, or assess whether your work methods are safe.
- 1.3 We do not sign, approve or certify any document, and we do not act as the preparer or approver of your safe work methods.

2. Your responsibilities

- 2.1 Under the Occupational Health and Safety Act 2004 (Vic) and the Occupational Health and Safety Regulations 2017 (Vic), your duties as an employer or self-employed person cannot be transferred to us or anyone else.
- 2.2 You must give us information that is accurate and complete, and tell us about anything that changes.
- 2.3 Before any document is used, you must:
 - review every document in full, and have a competent person in your business check that it matches how the work will actually be done on each site;
 - consult your employees and any health and safety representatives, as the law requires;
 - make any changes the site, your workers or the principal contractor require;
 - approve and sign the document yourself, and make sure your workers are inducted to it and sign on; and
 - make sure your workers hold the licences, tickets and training the work requires.
- 2.4 You must keep documents under review and update them when work methods, site conditions or the law change.
- 2.5 Any document marked **DRAFT** is incomplete and must not be used on site or submitted to anyone.

3. Drafts, changes and approval

- 3.1 We send documents to you first as watermarked drafts. Any content we have added that did not come from your information is highlighted for your review.
- 3.2 Two rounds of changes are included in the quoted price. A further round of changes is charged per document at the price in our current price guide (\$60 at October 2026) and is agreed with you in writing before the extra work is done.
- 3.3 We issue final documents once you have approved the drafts in writing (email is fine) and paid in full. Your approval confirms that the documents reflect how your business will carry out the work.

4. Tender and prequalification work

- 4.1 You are responsible for all pricing and commercial decisions, and for the accuracy of every statement, insurance, licence, certification and past-project detail included in a submission.
- 4.2 You are responsible for checking and lodging the submission before the closing time, unless we have agreed in writing to upload it for you.
- 4.3 We do not guarantee that any tender will succeed, or that any builder, council or prequalification body will accept a document.

5. Fees and payment

- 5.1 Fees are as set out in our written quote. We are not currently registered for GST, so no GST is charged. If we register, GST will be shown on our quotes and invoices.
- 5.2 A 50% deposit is payable before work starts. The balance is payable before final documents are released.
- 5.3 If you cancel after work has started, we may keep the deposit to cover the work already done.

6. Monthly plans

- 6.1 This clause applies only if you take up one of our optional monthly plans. You never need a plan to order a document or a one-off update.
- 6.2 What your plan includes, its price and its term are set out in our price guide current when your plan starts, and are confirmed in our email to you when it starts. A plan covers only documents we have prepared for your business.
- 6.3 Plan fees are paid monthly in advance by card. No deposit applies to plan fees. Work that is not included in your plan is quoted and invoiced under clause 5, less your plan discount. The plan discount applies to our price guide prices while your plan is active and cannot be combined with any other offer.
- 6.4 The Yearly Refresh plan, and the two plans taken together, run for 12 months at a time. We will email you at least 30 days before a 12-month term ends. The plan then renews for a further 12 months unless you tell us in writing, before the term ends, that you do not want it to. The Job-to-Job plan has a minimum term of 3 months and then continues month to month until you or we end it.
- 6.5 You may end a plan at any time by telling us in writing. A month-to-month plan ends at the end of the month already paid for. If you end a plan before its 12-month term or 3-month minimum term is up, you pay the lesser of: (a) the plan fees for the rest of that term; and (b) the price guide price of the included work we have done for you in that term, less the plan fees you have paid for that term (if that leaves anything to pay). Plan fees already paid are not refunded, subject to clause 10.1.
- 6.6 Included work that is not used in a month or term does not carry over and is not refunded or credited.
- 6.7 If we change the price of a plan or what it includes, we will give you at least 30 days' written notice. The change applies from your next term or, for a month-to-month plan, from the first month after the notice period. You may end the plan before the change applies without paying anything under clause 6.5.
- 6.8 The review checklists we send are a prompt for your own review under clause 2.4. They are not a review, audit or inspection by us. We update, re-date and re-issue your documents from what you tell us, and clauses 2 and 3 apply to every updated document.
- 6.9 Reminders about insurance, licence or other dates are a courtesy and are based only on the dates you have given us. Keeping your insurances, licences and registrations current remains your responsibility. To the extent the law allows, we are not liable if a reminder is late or is not sent.
- 6.10 If a plan payment fails, we will let you know. If it is still unpaid 14 days later, we may pause the work included in your plan until it is paid, or end the plan by telling you in writing.
- 6.11 We may end a plan by giving you 30 days' written notice. If we do, you pay nothing under clause 6.5 and we refund any plan fees you have paid for a period after the plan ends.

7. Use of documents

- 7.1** Our templates remain our property. Once you have paid in full, you may use, copy and change the final documents for your own business.
- 7.2** You may not resell the documents or give them to another business to use as its own.

8. Confidentiality and privacy

- 8.1** We keep your business information confidential. We use it only to prepare your documents, and we store it securely. We keep job records for at least 7 years.

9. Your information

- 9.1** We rely on the information you give us. We are not responsible for errors that come from information that was inaccurate, incomplete or out of date, or for site conditions we were not told about.

10. Our liability

- 10.1** Nothing in these Terms excludes, restricts or changes any right or remedy you have under the Australian Consumer Law that cannot lawfully be excluded, restricted or changed.
- 10.2** Where the law allows, our liability for failing to meet a consumer guarantee is limited, at our option, to supplying the services again or paying the cost of having them supplied again.
- 10.3** Otherwise, to the extent the law allows, our total liability for any claim connected with our services is limited to the fees you paid us for the services the claim relates to. We are not liable for indirect or consequential loss, including loss of profit, revenue or contracts.
- 10.4** To the extent the law allows, we are not liable for loss arising from: (a) your use of a draft; (b) your failure to meet your responsibilities in clause 2; (c) changes you or others make to a document after we issue it; or (d) inaccurate or incomplete information you gave us.

11. Indemnity

- 11.1** You indemnify us against claims by third parties, including penalties imposed by a regulator, to the extent they arise from your failure to meet your responsibilities in clause 2 or from inaccurate information you gave us. This does not apply to the extent a claim was caused by our own negligence.

12. General

- 12.1** These Terms, together with our written quote and, for a monthly plan, our price guide and the email confirming your plan, are the whole agreement between us. Any change must be in writing.
- 12.2** These Terms are governed by the laws of Victoria.

Acceptance

I have read and accept these Terms on behalf of the business named below.

Business name	
ABN	
Full name	
Position	
Signature	
Date	

KK Tradie Docs provides document preparation and administrative support only, not professional OHS, engineering or legal advice.