

**From:** [Ball, Kirstie](#) on behalf of [iCBR FOI](#)  
**To:** [Hotham, Emma](#); [CMTEDD FOI](#)  
**Cc:** [iCBR FOI](#)  
**Subject:** RE: requesting extension - RE: CMTEDDFOI 2025-188 - Possible partial transfer [REDACTED]  
**Date:** Friday, 22 August 2025 3:58:24 PM  
**Attachments:** [REDACTED]

**Importance:** High

---

OFFICIAL: Sensitive - Personal Privacy

Hi Emma and Aaron,



Infrastructure Canberra will accept partial transfer too, noting the potential duplication of documents could you please advise once posted on the CMTEDD disclosure log so we can see the full released pack and to assist our discovery process.

Have a great weekend if we don't speak before,

So sorry for the delay!

Kirstie

**Kirstie Ball**

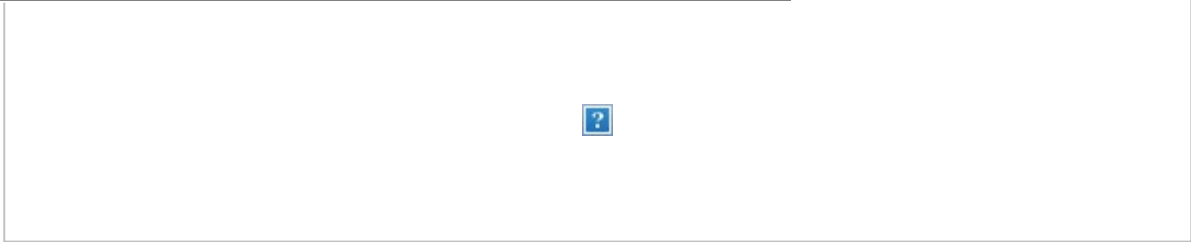
**Senior Information and Audit Officer | Corporate Services**

Phone: via MS Teams | Email: [kirstie.ball@act.gov.au](mailto:kirstie.ball@act.gov.au)

**Chief Operating Office | Infrastructure Canberra (iCBR) | ACT Government**


GPO Box 158 Canberra City ACT 2601 | [www.act.gov.au/iCBR](http://www.act.gov.au/iCBR)





**From:** CMTEDD FOI <[CMTEDDFOI@act.gov.au](mailto:CMTEDDFOI@act.gov.au)>  
**Sent:** Wednesday, 13 August 2025 9:54 AM  
**To:** iCBR FOI <[iCBR.FOI@act.gov.au](mailto:iCBR.FOI@act.gov.au)>  
**Cc:** CMTEDD FOI <[CMTEDDFOI@act.gov.au](mailto:CMTEDDFOI@act.gov.au)>  
**Subject:** CMTEDDFOI 2025-188 - Possible partial transfer and consultation

OFFICIAL: Sensitive - Personal Privacy

Good morning Team,  
 CMTEDD Accepted a full transfer of your request no iCBR2025/35. However, the request has been rescoped 

A summary is below:

Specifically, the applicant is seeking access to the following:

**Scope of FOI application**

Relating to the fit-out of 220 London Circuit, Civic:

1. Costings of:
  - the end-of-trip facilities, prayer rooms, children’s spaces, breastfeeding rooms, lounges, and any non-standard amenity areas
  - Any individual furniture, fixture, or decorative item (excluding workstations as above) with a purchase value over \$1,000. This specifically includes couches, lounge furniture, decorative pieces, and bespoke or discretionary fit-out items.
  - Any murals, artworks, display cabinets, or similar elements
2. Briefing notes, internal correspondence, or executive emails (SOGB or SES and above) relating to:
  - discussing the rationale, justification, public perception, or potential media/political risks associated with discretionary or high-cost elements.

Exclude the following from scope:

- Zone 4 security classified spaces.
- Fixtures such as walls and lighting.
- Standard kitchen appliances (e.g., fridge, microwave) where under \$5,000.
- Standard office workstations, lockers, tambours, and standard meeting room furniture.

- Can you please advise whether infrastructure Canberra hold any documents within scope of the request, and therefore accept a partial transfer.

While CMTEDD holds some information, we have received information that initiative was for multiple buildings. To assist with searches, some of the material CMTEDD possess spells fit out in three different ways: Fit-out, fitout and fit out. Some of CMTEDD’s records refer to 220 London Circuit and some refer to Civic, as well as purchasing equipment for both Civic and Dickson at the same time.

- I attach documents within scope of the request. Can you please advise whether iCBR holds any of these documents, and if not, can you please advise on any concerns/sensitivities on the release of the attached information.

Could you please reply by COB Wednesday 20 August 2025.

Kind regards

Lisa Kramarzewski

**CMTEDD FOI Team**

Phone: 02 6207 7754 | [CMTEDDFOI@act.gov.au](mailto:CMTEDDFOI@act.gov.au)

Chief Minister, Treasury and Economic Development Directorate | **ACT Government**

220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | [www.act.gov.au](http://www.act.gov.au)



**ACT**  
Government

Infrastructure Canberra

Our Ref: iCBRFOI2025-26/09

## FREEDOM OF INFORMATION REQUEST

I refer to your application under section 30 of the *Freedom of Information Act 2016* (the Act), received by Infrastructure Canberra (iCBR) on 22 August 2025 by way of partial transfer from Chief Minister, Treasury and Economic Development Directorate (CMTEDD).

In your information access request, you sought access to:

*“Relating to the fit-out of 220 London Circuit, Civic:*

1. *Costings of:*

- *the end-of-trip facilities, prayer rooms, children’s spaces, breastfeeding rooms, lounges, and any non-standard amenity areas*
- *Any individual furniture, fixture, or decorative item (excluding workstations as above) with a purchase value over \$1,000. This specifically includes couches, lounge furniture, decorative pieces, and bespoke or discretionary fit-out items.*
- *Any murals, artworks, display cabinets, or similar elements*

2. *Briefing notes, internal correspondence, or executive emails (SOGB or SES and above) relating to:*

- *discussing the rationale, justification, public perception, or potential media/political risks associated with discretionary or high-cost elements.*

**Exclude** the following from scope:

- *Zone 4 security classified spaces.*
  - *Fixtures such as walls and lighting.*
  - *Standard kitchen appliances (e.g., fridge, microwave) where under \$5,000.*
- Standard office workstations, lockers, tambours, and standard meeting room furniture”*

### Authority

I am an Information Officer appointed by the Director-General under section 18 of the Act to deal with access applications made under Part 5 of the Act.

### Timeframes

In accordance with section 40 of the Act, iCBR is required to provide a decision on your access application within 30 days. As this matter required third party consultation, the decision due date



was extended by 15 working days, in accordance with section 40(2) of the Act. Therefore, a decision is due by 27 October 2025.

### **Decision on access**

Searches were completed for relevant information, and 8 documents were identified as within the scope of your access request. The records identified as relevant to your application are listed in the schedule enclosed. This provides a description of each document that falls within the scope of your request and the access decision for each of those documents.

My decision is detailed further in the following Statement of Reasons.

### **Statement of Reasons**

In making my decision on disclosing government information, I must identify all relevant factors in Schedule 2 of the Act and determine, on balance, where the public interest lies.

In reaching my access decision, I have taken the following into account:

#### **Factors favouring disclosure in the public interest (Schedule 2, Section 2.1)**

- *Section 2.1(a)(i) - promote open discussion of public affairs and enhance the government's accountability.*
- *Section 2.1(a)(iv) - ensure effective oversight of expenditure of public funds*
- *Section 2.1(a)(viii) - reveal the reason for a government decision and any background or contextual information that informed the decision.*

You have requested information about the cost of specific areas and fixtures in an government office building and associated decision-making and justification for these costs. I have considered that the release of this information may contribute to the discussion of public affairs and accountability for public spending, as well as providing background and contextual information. I have given these factors moderate weight.

I am satisfied that these factors favouring disclosure carry some weight. However, these factors are to be balanced against the factors favouring nondisclosure.

#### **Factors favouring non-disclosure in the public interest (Schedule 2, Section 2.2)**

- *Section 2.2(a)(ii) - prejudice the protection of an individual's right to privacy or any other right under the Human Rights Act 2004.*
- *Section 2.2(a)(xii) - prejudice an agency's ability to obtain confidential information.*

Having reviewed the documents, I consider that the protection of an individual's right to privacy as a significant factor. Individuals are entitled to expect that the personal information they have supplied as part of this process will be dealt with in a manner that protects their privacy. Considering the type of information to be withheld from release, I am satisfied that the factors in favour of release can still be met while protecting the personal information of the individuals involved. As a result, I have decided that release of this information (names, telephone numbers and signatures of individuals not employed by the ACT Public Service) could prejudice their right to privacy under the *Human Rights Act 2004*.



**ACT**  
Government

Infrastructure Canberra

I have also considered the impact of disclosing information which relates to business affairs. In the case of *Re Mangan and The Treasury* [2005] AATA 898 the term 'business affairs' was interpreted as meaning 'the totality of the money-making affairs of an organisation or undertaking as distinct from its private or internal affairs'. Schedule 2 section 2.2(a)(xi) allows for government information to be withheld from release if disclosure of the information could reasonably be expected to prejudice the trade secrets, business affairs or research of an agency or person.

Businesses undertaking development activities in the ACT may reasonably expect that any sensitive business information they provide to the government will be held in confidence. However, businesses that provide information to government do so with the knowledge that government-held information may be subject to an access application made under Freedom of Information legislation.

I consider that the release of some information could prejudice the competitive commercial activities of the Territory. Information within the documents contains information regarding contractual agreements between the ACT and the third parties, costing options and confidential business information of the Territory and third parties that may reasonably be subject to ongoing and future tender processes, negotiations and deliberations.

Having applied the test outlined in section 17 of the Act and deciding that release of some information contained in the documents is not in the public interest to release, I have chosen to redact this specific information in accordance with section 50(2). Noting the pro-disclosure intent of the Act, I am satisfied that redacting only the information that I believe is not in the public interest to release will ensure that the intent of the Act is met and will provide you with access to the majority of the information held by Infrastructure Canberra within the scope of your request.

### **Charges**

Under section 107(2)(e) of the Act, a fee must be waived if the applicant is a member of the Legislative Assembly.

### **Online Publishing – Disclosure Log**

Under section 28 of the Act, iCBR maintains an official online record of access applications called a Disclosure Log. Your original access application, my decision and documents released to you in response to your access application will be published on the iCBR Disclosure Log within three to ten working days after the date of the decision.

Your personal details will not be published.

You may view the iCBR Disclosure Log at: [Disclosure log - Infrastructure Canberra \(act.gov.au\)](https://www.act.gov.au/infrastructure-canberra/disclosure-log).

### **Ombudsman Review**

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is published on the iCBR Disclosure Log, or a longer period allowed by the Ombudsman.

If you wish to request a review of my decision you may write to the Ombudsman at:

The ACT Ombudsman  
GPO Box 442



**ACT**  
Government

Infrastructure Canberra

CANBERRA ACT 2601

Via email: [actfoi@ombudsman.gov.au](mailto:actfoi@ombudsman.gov.au)

**ACT Civil and Administrative Tribunal (ACAT) Review**

Under section 84 of the Act, if a decision is made under Section 82(2) on an Ombudsman review, you may apply to ACAT for review of the Ombudsman decision.

Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal

Level 4, 1 Moore Street

GPO Box 370

CANBERRA CITY ACT 2601

Telephone: (02) 6207 1740

<http://www.acat.act.gov.au>

Should you have any queries in relation to your request, please contact me by telephone on (02) 6205 5288, or via email [iCBR.FOI@act.gov.au](mailto:iCBR.FOI@act.gov.au).

Please ensure you quote your reference number: **iCBRFOI25-26/09**

Yours sincerely,

Lorcan Murphy

Information Officer

**Infrastructure Canberra**

27/10/2025



## FREEDOM OF INFORMATION REQUEST SCHEDULE

Please be aware that under the *Freedom of Information Act 2016*, some of the information provided to you will be released to the public through the ACT Government’s Open Access Scheme. The Open Access release status column of the table below indicates what documents are intended for release online through open access.

Personal information or business affairs information will not be made available under this policy. If you think the content of your request would contain such information, please inform the contact officer immediately.

Information about what is published on open access is available online at: <https://www.act.gov.au/iCBR/home>

NAME	WHAT ARE THE PARAMETERS OF THE REQUEST
iCBRFOI2526/09	<p><i>Relating to the fit-out of 220 London Circuit, Civic:</i></p> <ol style="list-style-type: none"> <li>1. <i>Costings of:</i> <ul style="list-style-type: none"> <li>• <i>the end-of-trip facilities, prayer rooms, children’s spaces, breastfeeding rooms, lounges, and any non-standard amenity areas</i></li> <li>• <i>Any individual furniture, fixture, or decorative item (excluding workstations as above) with a purchase value over \$1,000. This specifically includes couches, lounge furniture, decorative pieces, and bespoke or discretionary fit-out items.</i></li> <li>• <i>Any murals, artworks, display cabinets, or similar elements</i></li> </ul> </li> <li>2. <i>Briefing notes, internal correspondence, or executive emails (SOGB or SES and above) relating to:</i> <ul style="list-style-type: none"> <li>• <i>discussing the rationale, justification, public perception, or potential media/political risks associated with discretionary or high-cost elements.</i></li> </ul> </li> </ol> <p><b>Exclude the following from scope:</b></p> <ul style="list-style-type: none"> <li>• <i>Zone 4 security classified spaces.</i></li> <li>• <i>Fixtures such as walls and lighting.</i></li> <li>• <i>Standard kitchen appliances (e.g., fridge, microwave) where under \$5,000.</i></li> <li>• <i>Standard office workstations, lockers, tambours, and standard meeting room furniture</i></li> </ul>



Section Ref No	Pages	Description	Date	Status	Reason for non-release or deferral	Open Access release status
1.	1-5	Email Correspondence: FW 220 LONDON CIRCUIT MEZZANINE FITOUT - LOOSE FURNITURE VARIATION (UPDATED)	23 April 2018	Partial Release	Sch 2.2(a)(ii), Sch 2.2(a)(xi) and Sch 2.2(a)(xiii)	Yes
2.	6-63	Attachments to previous email		Partial Release	Sch 2.2(a)(ii), Sch 2.2(a)(xi) and Sch 2.2(a)(xiii)	Yes
3.	64-73	Constitution Place - ACT Government Office Building - Fit Out Cost Estimate Re-Submission	13 April 2018	Partial Release	Sch 2.2(a)(ii), Sch 2.2(a)(xi) and Sch 2.2(a)(xiii)	Yes
4.	74-75	Constitution Place: Government Office Building - Cost Plan	23 April 2018	Full Release		Yes
5.	76-77	Email Correspondence:RE PSAR59 - EOT artwork	26 October 2020	Partial Release	Sch 2.2(a)(ii) And Sch 2.2(a)(xi)	Yes
6.	78-84	Attachments to previous email		Partial Release	Sch 2.2(a)(ii), Sch 2.2(a)(xi) and Sch 2.2(a)(xiii)	Yes
7.	85-86	Email Correspondence: RE PSAR60 - Foot wash	26 October 2020	Partial Release	Sch 2.2(a)(ii) And Sch 2.2(a)(xi)	Yes
8.	87-101	Attachments to previous email		Partial Release	Sch 2.2(a)(ii), Sch 2.2(a)(xi) and Sch 2.2(a)(xiii)	Yes
<b>Total</b>						
8						

**From:** "Franklin, Alan"  
**Sent:** 21/04/2022 9:09 AM  
**To:** 'Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)'  
**Cc:** "Sch 2.2(a)(xi)" "Naughton, Ben" <Ben.Naughton@act.gov.au>;  
"Cannon, Rebecca" <Rebecca.Cannon@act.gov.au>; Sch 2.2 (a)(ii); Sch 2.2 (a)(xi); Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Subject:** FW: 220 LONDON CIRCUIT MEZZANINE FITOUT - LOOSE FURNITURE VARIATION (UPDATED)  
**Attachments:** Letter To ACT Government Re Variation For Loose Furniture 19042022.pdf, PSAR - Loose Furniture - Signed.pdf

OFFICIAL

Hi [REDACTED]

We are happy with the Loose Furniture schedule and the pricing as attached to your email of 20 April 2022. Accordingly, please find attached the signed PSAR.

Regards

Alan

**Alan Franklin | Director**

**Government Accommodation Projects** | Chief Minister Treasury Economic Development | **ACT Government**

**Phone 02 6207 9044** | M: Sch 2.2 (a)(ii); Sch 2.2 (a)(xi) | [alan.franklin@act.gov.au](mailto:alan.franklin@act.gov.au)

Level 5, Nara Centre | GPO Box 158 Canberra ACT 2601 | [www.cmd.act.gov.au](http://www.cmd.act.gov.au)

---

**From:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Sent:** Wednesday, 20 April 2022 4:42 PM  
**To:** Franklin, Alan <Alan.Franklin@act.gov.au>; Naughton, Ben <Ben.Naughton@act.gov.au>; Cannon, Rebecca <Rebecca.Cannon@act.gov.au>  
**Cc:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Subject:** RE: 220 LONDON CIRCUIT MEZZANINE FITOUT - LOOSE FURNITURE VARIATION (UPDATED)

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Alan,

Further to your email dated 19 April 2022 please find attached the revised Loose Furniture variation as requested. We look forward to receipt of the written approval.

Should you require further clarification in relation to this matter please do not hesitate to contact the undersigned.

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Senior Project Manager | Canberra Airport**

Level 4, 21 Terminal Avenue | Plaza Offices – West | Canberra Airport ACT 2609

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)



Our office is located in the Plaza Offices – West above the terminal car park. [Click here](#) for directions.

**From:** [redacted]  
**Sent:** Wednesday, 20 April 2022 9:05 AM  
**To:** 'Franklin, Alan' <Alan.Franklin@act.gov.au>; [redacted]; Naughton, Ben <Ben.Naughton@act.gov.au>; Cannon, Rebecca <Rebecca.Cannon@act.gov.au>  
**Cc:** [redacted]  
[redacted]  
**Subject:** RE: 220 LONDON CIRCUIT MEZZANINE FITOUT - LOOSE FURNITURE VARIATION (UPDATED)

Gents

The originally agreed cost plan was a PS, believe the difference is the fabric change (I think) and then once closed out the PS was updated to match all selections hence the difference in the cost.

[redacted]

Head of Projects | Canberra Airport

Level 4, 21 Terminal Avenue | Plaza Offices – West | Canberra Airport ACT 2609

[redacted]



Our office is located in the Plaza Offices – West above the terminal car park. [Click here](#) for directions.

**From:** Franklin, Alan <Alan.Franklin@act.gov.au>  
**Sent:** Tuesday, 19 April 2022 5:35 PM  
**To:** [redacted]; Naughton, Ben <Ben.Naughton@act.gov.au>; Cannon, Rebecca <Rebecca.Cannon@act.gov.au>  
**Cc:** [redacted]  
[redacted]  
[redacted]  
**Subject:** RE: 220 LONDON CIRCUIT MEZZANINE FITOUT - LOOSE FURNITURE VARIATION (UPDATED)

OFFICIAL

Hi [redacted] For the sake of clarity please see the attached documents.

The figures I have cited below are consistent ie re the 17/11/21 cost plan version of the spreadsheet; your email with final variations; and our final acceptance letter.

I believe that you have quoted the 15/10/21 version ie an earlier version (not the 17/11 version).

Regards

Alan

**Alan Franklin | Director**

**Government Accommodation Projects** | Chief Minister Treasury Economic Development | ACT Government

Phone 02 6207 9044 | M: [redacted] | [alan.franklin@act.gov.au](mailto:alan.franklin@act.gov.au)

Level 5, Nara Centre | GPO Box 158 Canberra ACT 2601 | [www.cmd.act.gov.au](http://www.cmd.act.gov.au)

**From:** [redacted]

**Sent:** Tuesday, 19 April 2022 4:33 PM

**To:** Franklin, Alan <[Alan.Franklin@act.gov.au](mailto:Alan.Franklin@act.gov.au)>; Naughton, Ben <[Ben.Naughton@act.gov.au](mailto:Ben.Naughton@act.gov.au)>; Cannon, Rebecca <[Rebecca.Cannon@act.gov.au](mailto:Rebecca.Cannon@act.gov.au)>

**Cc:** [redacted]

**Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)**

**Subject:** RE: 220 LONDON CIRCUIT MEZZANINE FITOUT - LOOSE FURNITURE VARIATION (UPDATED)

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Alan,

Further to your email dated 19 April 2022 we attach for your reference the updated Final Fitout Costs Estimate dated 17 November 2021 which confirms the Loose Furniture at \$ [redacted] exclusive of GST, Preliminaries, Supervision and Margin.

Should you require further clarification in relation to this matter please do not hesitate to contact the undersigned.

[redacted]

**Senior Project Manager | Canberra Airport**

Level 4, 21 Terminal Avenue | Plaza Offices – West | Canberra Airport ACT 2609

[redacted]



Our office is located in the Plaza Offices – West above the terminal car park. [Click here](#) for directions.

**From:** Franklin, Alan <[Alan.Franklin@act.gov.au](mailto:Alan.Franklin@act.gov.au)>

**Sent:** Tuesday, 19 April 2022 4:21 PM

**To:** [redacted] Naughton, Ben <[Ben.Naughton@act.gov.au](mailto:Ben.Naughton@act.gov.au)>; Cannon, Rebecca <[Rebecca.Cannon@act.gov.au](mailto:Rebecca.Cannon@act.gov.au)>

**Cc:** [redacted]

**Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)**

**Subject:** RE: 220 LONDON CIRCUIT MEZZANINE FITOUT - LOOSE FURNITURE VARIATION (UPDATED)

**OFFICIAL**

Hi [redacted] I'm happy with the Furniture schedule and total amount of [redacted] but am querying the amount as shown on the PSAR cover sheet.

I believe that the total current provisional sum amount for Loose Furniture is [redacted] within the total cost plan of [redacted] (excl GST and management fee), not [redacted].

Can you confirm please – if the above is correct could you submit for finalisation please.

Regards

Alan

**Alan Franklin | Director**

**Government Accommodation Projects** | Chief Minister Treasury Economic Development | ACT Government

Phone 02 6207 9044 | M: [redacted] | [alan.franklin@act.gov.au](mailto:alan.franklin@act.gov.au)

Level 5, Nara Centre | GPO Box 158 Canberra ACT 2601 | [www.cmd.act.gov.au](http://www.cmd.act.gov.au)

---

**From:** [redacted]

**Sent:** Tuesday, 19 April 2022 1:31 PM

**To:** Franklin, Alan <[Alan.Franklin@act.gov.au](mailto:Alan.Franklin@act.gov.au)>; Naughton, Ben <[Ben.Naughton@act.gov.au](mailto:Ben.Naughton@act.gov.au)>; Cannon, Rebecca <[Rebecca.Cannon@act.gov.au](mailto:Rebecca.Cannon@act.gov.au)>

**Cc:** [redacted]

**Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)**

**Subject:** RE: 220 LONDON CIRCUIT MEZZANINE FITOUT - LOOSE FURNITURE VARIATION (UPDATED)

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Alan,

Further to our email dated 28 March 2022 please find included for your approval correspondence relating to the finalisation of costs associated with Loose Furniture inclusive of supporting documentation. We look forward to receipt of your approval.

Should you require further clarification in relation to this matter please do not hesitate to contact the undersigned.

[redacted]

**Senior Project Manager | Canberra Airport**

Level 4, 21 Terminal Avenue | Plaza Offices – West | Canberra Airport ACT 2609

[redacted]



Our office is located in the Plaza Offices – West above the terminal car park. [Click here](#) for directions.

---

**From:** [redacted]

**Sent:** Monday, 28 March 2022 4:42 PM

**To:** Franklin, Alan <[Alan.Franklin@act.gov.au](mailto:Alan.Franklin@act.gov.au)>; 'Naughton, Ben' <[Ben.Naughton@act.gov.au](mailto:Ben.Naughton@act.gov.au)>; Cannon, Rebecca <[Rebecca.Cannon@act.gov.au](mailto:Rebecca.Cannon@act.gov.au)>

**Subject:** 220 LONDON CIRCUIT MEZZANINE FITOUT - LOOSE FURNITURE VARIATION

Alan / Ben / Bec,

Please find attached a letter regarding the finalisation of Loose Furniture which includes the cost and supporting documentation. We look forward to receipt of your approval.

Should you require further clarification in relation to this matter please do not hesitate to contact the undersigned.

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Senior Project Manager | Canberra Airport**

Level 4, 21 Terminal Avenue | Plaza Offices – West | Canberra Airport ACT 2609

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)



Our office is located in the Plaza Offices – West above the terminal car park. [Click here](#) for directions.

>>> CONFIDENTIALITY NOTICE <<<

Capital Airport Group respects your privacy. If you are sending us personal information, please read our privacy policy <http://www.canberraairport.com.au/travellers/privacy> to understand how we protect, use and disclose your personal information, and for details of our other privacy obligations. This email and its attachments are confidential. If you have received an email that was not intended for you, please immediately contact the sender and then delete the email – you must not use any information contained in an email that is not intended for you for any purpose.

-----  
**This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.**  
-----

>>> CONFIDENTIALITY NOTICE <<<

Capital Airport Group respects your privacy. If you are sending us personal information, please read our privacy policy <http://www.canberraairport.com.au/travellers/privacy> to understand how we protect, use and disclose your personal information, and for details of our other privacy obligations. This email and its attachments are confidential. If you have received an email that was not intended for you, please immediately contact the sender and then delete the email – you must not use any information contained in an email that is not intended for you for any purpose.

>>> CONFIDENTIALITY NOTICE <<<

Capital Airport Group respects your privacy. If you are sending us personal information, please read our privacy policy <http://www.canberraairport.com.au/travellers/privacy> to understand how we protect, use and disclose your personal information, and for details of our other privacy obligations. This email and its attachments are confidential. If you have received an email that was not intended for you, please immediately contact the sender and then delete the email – you must not use any information contained in an email that is not intended for you for any purpose.

PRD:CP



**Constitution  
Place**

Level 4, 21 Terminal Avenue  
Plaza Offices - West  
Canberra Airport ACT 2609  
T 02 6275 2222

19 April 2022

Ben Naughton  
Executive Branch Manager – Government Accommodation Projects  
Chief Minister Treasury Economic Development  
ACT Government  
Level 2, Canberra Nara Centre,  
3 Constitution Avenue  
Canberra ACT 2601

By email: [ben.naughton@act.gov.au](mailto:ben.naughton@act.gov.au)

Dear Ben,

**Constitution Place – 220 London Circuit, ACT Government Office Building – Variation Cost Estimate Loose Furniture Resubmission**

We refer to the Agreement For Lease (AFL) dated 27 October 2021 between the Australian Capital Territory ABN 92 548 663 534 (Lessee) and Constitution Place Pty Ltd as Trustee For The Constitution Place Unit Trust ACN 611 872 041 (Lessor).

Pursuant to Clause 11.7 of the AFL the Lessor hereby resubmits for your approval a revised Variation Cost Estimate to Fitout Works required by the Lessee.

Pursuant to Clause 11.4 (2) of the AFL the Lessor has included supporting documentation to quantify the Variation.

Pursuant to Clause 11.11 of the AFL the Lessee must provide a response to the Lessor no later than 4 May 2022.

Should you require further clarification in relation to this matter please do not hesitate to contact the undersigned.



**Constitution  
Place**

Level 4, 21 Terminal Avenue  
Plaza Offices - West  
Canberra Airport ACT 2609  
T 02 6275 2222

Yours sincerely,

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Senior Project Manager**

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Lessor's Superintendent**

**Attachments:**  
Construction Control Variation Advice

# Variation Advice

Construction Control Australia Pty Ltd

Unit 124, Level 1  
24 Lonsdale Street  
Braddon ACT 2612

T (02) 6247 4775 F (02) 6248 9094



TO: Constitution Place Pty Ltd  
ATT: Zarko Danilov

DATE: 19-Apr-22

PROJECT: Constitution Place - ACT GOV Mezz Fitout

TRADE / SERVICE: Furniture

JOB NO: 2129

VARIATION NO: 2 REV 3

VARIATION CATEGORY : Trades

## DETAILS OF VARIATION

**TO SCOPE OF WORKS:** Supply and install furniture as per the approved furniture schedule

PURSUANT TO Cl 18 of the PCMA, the PCM advises of the following variation and cost thereto:

Pursuant to Clause 11 of the Agreement For Lease (AFL) between The Australian Capital Territory (Lessee) and Constitution Place Pty Limited (Lessor), the Lessee may vary the Works.

Supply and install furniture as per approved furniture schedule and comments on quotation.

Provisional sum allowance at tender

## VALUATION OF VARIATION:

		TOTAL	\$
PLUS 0.0%		Contingency	\$
PLUS 5.0%	Preliminaries & Supervision	Subtotal	\$
PLUS 3.0%		Builders Margin	\$
	TOTAL VARIATION (Excluding Goods and Services Tax)		\$
	PLUS Goods and Services Tax (GST)		\$
	TOTAL VARIATION (Including Goods and Services Tax)		\$

*In the calculation of Preliminaries / Supervision and Margin, Construction Control have applied the applicable rates and methodology. Note that no contingency has been applied in this variation.*

The above works and costs are submitted for your approval.

SIGNED FOR CONSTRUCTION CONTROL: \_\_\_\_\_

## AUTHORISATION by Constitution Place Pty Ltd

Proceed with variation work      0

Do not proceed with the works      0

Variation valuation approved      0

Resubmit variation price      0

Signed: \_\_\_\_\_

On behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments :

Furniture supplier quotes as follows:

Aspect  
Cult  
Designcraft  
Kezu  
Koskela  
Lujo  
Modern Teaching Aid  
Office Partners  
Planex  
Project 82  
Schiavello  
Stylcraft  
Zenith  
Furniture summary sheet  
Hypersonic Industries  
Rugs.com.au

Item	Description	Supplier	TOTAL	Comments	Value	Total
<b>AC-</b>	<b>RUGS</b>					
<b>AC-100 Series</b>	<b>RUGS</b>					
AC-101	Children Loose Lay Rug	Rugs.com.au	1			
AC-102	Children Loose Lay Rug	Rugs.com.au	1			
			1	AC-101 & 102 delivery		
AC-901	CH-201 Trolley	Aspect Furniture	6			
<b>CH-</b>	<b>SEATING</b>					
<b>CH-100</b>	<b>STOOLS</b>					
CH-102	Stools - 1050mm (H) Bar Height	Stylecraft	10			
CH-105A	Ottoman - Low Small	Stylecraft	2			
CH-105B	Ottoman - Low Small	Stylecraft	2			
CH-105C	Ottoman - Low Small	Stylecraft	4			
CH-105D	Ottoman - Low Small	Stylecraft	2			
CH-106	Ottoman - Low Medium	Stylecraft	2			
	Nanotex coating for pix ottomans.	Stylecraft	1			
CH-111	Stool	Aspect Furniture	2			
<b>CH-200</b>	<b>CHAIRS</b>					
CH-201	Training Chair - Stackable	Aspect Furniture	42			
CH-203A	Tub Chair	Aspect Furniture	2			
CH-203B	Tub Chair	Aspect Furniture	14			
CH-203C	Tub Chair	Aspect Furniture	2			
CH-204A	Meeting Room Chair	Stylecraft	36			
CH-205	Cabinet Room Chair	Office Partners	61			
CH-222A	Dining Chair / Upholstered	Kezu	14			
CH-222B	Dining Chair / Upholstered	Kezu	10			
		Kezu	1	Delivery		
CH-223	Dining Chair / Upholstered - Cabinet Room	Zenith	27			
CH-225	Childrens Chair	MTA	4			
<b>CH-300 Series</b>	<b>LOUNGES</b>					
CH-302A	Armchair - Upholstered	Aspect Furniture	12			
CH-302B	Armchair - Upholstered	Aspect Furniture	8			
CH-302C	Armchair - Upholstered	Aspect Furniture	2			
CH-302D	Armchair - Upholstered	Aspect Furniture	3			
CH-303	Armchair - Upholstered	Designcraft	2			
CH-304	Bean Bag	Lujo	8			
CH-322D	Collaboration Lounge 2P Meet	Aspect Furniture	2			
CH-322E	Collaboration Lounge Execuative Lounge	Aspect Furniture	2			
CH-322F	Collaboration Lounge 2P Meet	Aspect Furniture	2			
CH-323A	Modular Lounge	Koskela	2			
CH-323B	Modular Lounge	Koskela	2			
CH-323C	Modular Lounge	Koskela	1			
CH-323D	Modular Lounge	Koskela	1			
	Power Plinth for lounge	Koskela	2			
		Koskela	1	Delivery		
CH-360	Modular Play Lounges	Aspect Furniture	1			
<b>CH-400 Series</b>	<b>TASK CHAIRS (Refer to ID.36.1011 Workstations &amp; Storage Schedule)</b>					
CH-401A	Task Chairs - Large Seat	Office Partners	8			
CH-401B	Task Chairs - Small Seat	Office Partners	4			
<b>CH-500 Series</b>	<b>SICK BED</b>					
CH-501	Bed - Multipurpose room	LuxeMED	1			
			1	CH-501 Delivery		
<b>WS</b>	<b>WORKSTATIONS</b>					
<b>ST-100 Series</b>	<b>LOW HEIGHT (below table) - Refer to ID.36.1011 Workstations &amp; Storage Schedule</b>					
ST-101	Pedestal	Planex	2			
			1	Delivery		
<b>WS-100 Series</b>	<b>BENCH WORKSTATIONS - Refer to ID.36.1011 Workstations &amp; Storage Schedule</b>					
WS-101	General Office Workstations - Linear Bench	Aspect Furniture	10			
WS-101A	Screen Upholstery	Aspect Furniture	10			
WS-902	Dual Monitor Arm	Aspect Furniture	20	Single arm		

Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)

Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)

WS-101.1	Soft wiring kit	Aspect Furniture	10	
	Cable sock	Aspect Furniture	10	For cable reticulation
WS-903	Umbilical	Aspect Furniture	2	Power pole
<b>TB-</b>	<b>TABLES</b>			
<b>TB-100 Series</b>	<b>LOW / COFFEE</b>			
TB-102	Coffee Table	Project 82	11	
			1	TB-102 delivery
			1	Discount
TB-103	Side Table	Schiavello	2	
			1	TB-103 delivery
TB-104	Coffee Table	Cult	4	
TB-105	Coffee Table - Cabinet Room	Cult	2	
TB-110	Outdoor Childrens Table	Modern Teachign Aid	2	
<b>TB-200 Series</b>	<b>STANDARD HEIGHT</b>			
TB-201	Table - 2P Meeting	Aspect Furniture	4	
TB-203	Round Table - 4P Meeting	Aspect Furniture	2	
TB-221	4P Round	Stylecraft	6	
TB-223	30P - Cabinet Room Table	Lowe Furniture	1	
TB-250	10P Table	Stylecraft	1	
			1	TB-250 Power
TB-251	10P Table	Stylecraft	1	
			1	TB-251 Power
TB-252	Ellipse Table Dining height Large	Stylecraft	1	
<b>TB-400 Series</b>	<b>BAR HEIGHT (1050mmH)</b>			
TB-402	Ellipse Table High Large	Stylecraft	1	
	TB-402 powerbox	Stylecraft	2	
<b>TB-500 Series</b>	<b>FOLD UP</b>			
TB-501	Table - Fold Up	Aspect Furniture	12	
TB-501.1	Powerboxes	Aspect Furniture	6	
TB-502	Table - Fold Up Execuative Meeting	Aspect Furniture	16	
TB-502.1	Powerboxes	Aspect Furniture	8	
TB-503	Table - Fold Up Cabinet Room	Aspect Furniture	3	
TB-503.1	Powerboxes	Aspect Furniture	2	

**TOTAL**



**HYPERSONIC**  
INDUSTRIES

# QUOTE

Construction Control  
220 London Circuit  
CANBERRA ACT 2600

**Date**  
19 Apr 2022

**Expiry**  
18 Jul 2022

**Quote Number**  
QU-1854-V2

**Reference**  
1x1 Single Balmoral Bed

**ABN**  
19 944 022 900

Hypersonic Industries Pty.Ltd  
4 Foden Ave  
Campbellfield VIC 3061  
ABN:19 944 022 900  
E:admin@hypersonic.com.au  
Ph: (03) 9305 2446

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Delivery to:  
220 London Circuit,  
Canberra ACT 2600

1 x Single Balmoral Bed  
1x Single Foam Mattress

Description	Quantity	Unit Price	Amount AUD
BALMORAL SINGLE BED	1.00	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
MEDIUM DENSITY FOAM MATTRESS w/ ULTRASOFT PU COVER - SINGLE	1.00		
FREIGHT via Hoods Furniture Freighters ** Pricing based on ground floor delivery with truck access and good assistance for the driver. Weekday delivery to suit the movements of the trucks.	1.00		
		Subtotal	Sch 2.2(a)(xi) ; Sch 2
		TOTAL GST 10%	
		<b>TOTAL AUD</b>	

## Terms

- All sales are subject to our full terms and conditions.

# Quote

Quote # N13983



ABN: 25835157128

ACN: 114436761

Ship to

Billed to

Due On Invoice

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Date Quoted: 08/04/2022 10:46

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Code	Name	Unit Price	Tax	Subtotal
KID-54221241671162	Kids Road Town Play Rug(Size 240 x 160cm) <i>Select Pad: No Pad;</i>	\$125.00	10.00%	Sch 2.2(a)(ii); Sch 2.2(a)(xi)
KIDS-58117241610935	Kids Road Marine Rug(Size 240 x 160cm) <i>Select Pad: No Pad;</i>	\$119.00	10.00%	Sch 2.2(a)(ii); Sch 2.2(a)(xi)

## Payment Options

### Standard Shipping:

Product Subtotal:

GST included:

**Grand Total:**

**Amount Paid:**

**Balance Due:**

Quote valid for 7 days from date quoted at the top of this page.

## Quotation

**Project No:**  
**201703**

**Quotation No:**  
**58400**

**Accounts Address:**  
Sch 2.2 (a)(ii), Sch 2.2  
 Construction Control  
 PO Box 5120  
 Braddon, ACT 2612  
 Phone: 02 6257 4775

**Delivery Address:**  
 Construction Control  
 Site Office, Constitution Place  
 Canberra, ACT 2601  
 Phone:

Indicative Image	Description	Qty	Unit Price	Subtotal
------------------	-------------	-----	------------	----------

### Seating



**Web Chair Trolley (Ref 1.0)**

6

Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)

- Polypropylene seat version: Stack up to 15
- Upholstered seat version: Stack up to 7
- 5 Year Warranty
- Lead Time: Approx 2-4 weeks

Subtotal

GST

**TOTAL (incl GST)**

#### Terms of Quotation: Due Deposit plus balance

Please let me know if any aspect of this quotation requires clarification or if you require further items to be priced. Thank you again for the opportunity to present this quotation and I look forward to working with you to deliver an effective furniture solution.

- All prices quoted include freight and installation at customer site.
- Installation rates based on normal working hours (between 7am-6pm Mon to Fri). Installations outside of these hours will be charged at overtime rates.
- Installation rates are based on presumption that the floors/levels are clear of all other trades.
- Quoted prices are subject to Aspect Furniture Pty Ltd supplying all of the above
- This quote is submitted as a confidential document and must not be forwarded, displayed or copied to third parties.
- All prices quoted are valid for a period of 30 days from date of quote.
- This quote is subject to Aspect Furniture Pty Ltd Standard Terms & Conditions.
- Should the final conditions of payment vary from Aspect's Terms, the quoted prices may be subject to additional charges For example: the addition of any Liquidated Damages or Retentions.
- Soft wiring pricing includes installation but excludes testing and certification by a registered electrician (if required).
- Soft wire leads are insulated 3 core cables. Note they do not include conduit unless noted.
- This Quotation is an offer made to the entity referred to in our Quote or Tender Response ("Offeree") only and no other entity. The offer may only be accepted by the Offeree. Aspect reserves the right in its absolute discretion whether to make the same offer as contained in this Quote or Tender Response to any other entity and/or at the same pricing/terms.

Best Regards

Sch 2.2 (a)(ii), Sch 2.2 (a)(xi)

## Quotation

**Project No:**  
**201703**

**Quotation No:**  
**57395G**

**Accounts Address:**

Construction Control  
 PO Box 5120  
 Braddon, ACT 2612  
 Phone: 02 6257 4775

**Delivery Address:**

Construction Control  
 Site Office, Constitution Place  
 Canberra, ACT 2601  
 Phone:

Indicative Image	Description	Qty	Unit Price	Subtotal
------------------	-------------	-----	------------	----------

### Workpoints



**WS-101.1 - Activate USER Height Desk - Back to Back Desks with Hand Crank Adjustment & Cable Trays with LIDS (Ref 1.0)**

10

Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)

- Size: 1500 x 800mm
- Desktop Finish: 25mm 'Laminex Classic Oak' E0 LPL
- Edge Detail: Matching square 2mm ABS edge
- Edge Profile: Square
- Corner Profile: 50mm Radius to Worktop Corners
- Scallop: 300 x 50mm scallop to centre of back edge
- Height Range: 660-1135mm
- Subframe Format: Back to Back Hand Crank User Adjust
- Subframe Finish: BLACK
- Cable Management: Cable Tray mounted between Legs to reticulate Cabling safely with a removable Lid
- Warranty: 2 Years

\*Do note we only will cover Warranty for standard usage of the Hand Crank Adjustment. Not if is over used by the younger people that may use the area.

\*Indicative Image Only\*

### Privacy Screening



**Strata Screen to suit WS-101.1 Crank Adjustable Desks - Fabric - Edge Desk Mounted (Ref 2.0)**

10

Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)

- 1300L x 600H
- Screen Height: 1200mm AFFL
- Fabric: 1x Kvadrat Maharam Manner 016 Butterscotch
- Substrate: 25mm
- Pinnable: Yes
- Edge Detail: Fabric wrapped seam edge
- Bracket Finish: BLACK
- Mounting System: Bracketed from workstation Worktop (Dynamic height)

\*Indicative Image Only\*

### Accessories



**Flo Monitor Arm - Single (Ref 3.0)**




20

Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)




- Finish: Powdercoated aluminium in Black
- Arm Configuration: 1 x full ergonomic motion monitor arm
- Mounting System: Clamp fitting to edge of desktop







\*Indicative Image Only • Arms to be Black\*





### Soft Wiring

Indicative Image	Description	Qty	Unit Price	Subtotal
	<p><b>WS-101.1 - Softwiring Kit - Above Desk Only (Ref 4.0)</b></p> <p>Above Desk:</p> <ul style="list-style-type: none"> <li>• CMS Custom Athena Rail clamped to back edge of Desk</li> <li>• 5X GPO Outlets</li> <li>• USB A/A Charging</li> <li>• Data housing</li> <li>• 2500mmL interconnecting lead and splitter</li> <li>• Finish Colour: Black</li> </ul> <p>*Indicative Image Only • Rails to include specification above*</p>	10	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>Activate Cable Sock with Zip between Cable Tray and Above Desk Unit - 1000mm - Black (Ref 5.0)</b></p> <ul style="list-style-type: none"> <li>• Umbilical: Black fabric with black zipper</li> <li>• Neatly reticulate cabling between desks</li> <li>• Quick installation</li> <li>• Uni-directional design stays aligned with cable tray</li> <li>• 5 Year Warranty</li> </ul>	10	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>CMS Power Pole - 2800L - Black - Single Circuit (Ref 6.0)</b></p> <ul style="list-style-type: none"> <li>• Dual compartments for reticulation of power and data</li> <li>• Includes ceiling escutcheon, foot mounting plate and hanging wire</li> <li>• Includes 4000mm interconnect lead</li> <li>• Includes Universal starter socket</li> <li>• Finish: Mannex Black powder coat</li> <li>• 2 year Warranty</li> </ul>	2	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	





## Seating





	<p><b>CH-111 - Low Stools for the Cabinet Waiting Area (Ref 7.0)</b></p> <ul style="list-style-type: none"> <li>• Bandy Timber Stools with a High Glass Finish</li> <li>• Dimensions: 330W x 350D x 450mmH</li> <li>• Finish: Solid Timber Stool</li> <li>• Finish Stain: Oak Base Lacquer Smoke</li> </ul> <p>*Indicative Image Only*</p>	2	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>CH-201 - Web Chairs with Linking Device - Upholstered (Ref 8.0)</b></p> <ul style="list-style-type: none"> <li>• Dimensions: 840mm x 570mm, Seat height 460mm</li> <li>• Upholstery: Fully Upholstered shell</li> <li>• Fabric: Kvadrat Maharam Melange Nap 461</li> <li>• Frame Finish: Black sled frame</li> <li>• Linking device included</li> <li>• Stacks 10x on Ground or up to 30x on trolley (Trolley by others)</li> <li>• Warranty 10 Years</li> </ul> <p>***Indicative Image shown***</p>	42	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>CH-203A - Felix Chair 4 Leg for the 2P Meeting Rooms (Ref 9.0)</b></p> <ul style="list-style-type: none"> <li>• Description: Upholstered Tub chair with Arms</li> <li>• Dimensions: 670W x 640D x 770H, Seat Height 450mm</li> <li>• Upholstery: Kvadrat Maharam 'Merit 032 Brass'</li> <li>• Base &amp; Frame: Black Metal</li> </ul> <p>***Indicative Image shown***</p>	2	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	

Indicative Image	Description	Qty	Unit Price	Subtotal
	<p><b>CH-203B - Felix Chair 4 Leg for the Function Lounge &amp; 4P Meeting Room (Ref 10.0)</b></p> <ul style="list-style-type: none"> <li>Description: Upholstered Tub chair with Arms</li> <li>Dimensions: 670W x 640D x 770H, Seat Height 450mm</li> <li>Upholstery: Kvadrat Maharam 'Melange 461 Nap'</li> <li>Base &amp; Frame: Black Metal</li> </ul> <p>***Indicative Image shown***</p>	14	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>CH-203C - Felix Chair 4 Leg for the 2P Meeting Rooms (Ref 11.0)</b></p> <ul style="list-style-type: none"> <li>Description: Upholstered Tub chair with Arms</li> <li>Dimensions: 670W x 640D x 770H, Seat Height 450mm</li> <li>Upholstery: Kvadrat Maharam 'Merit 015 Aegean'</li> <li>Base &amp; Frame: Black Metal</li> </ul> <p>***Indicative Image shown***</p>	2	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>CH-302A - Cabinet Room Joy Armchairs (Ref 12.0)</b></p> <ul style="list-style-type: none"> <li>Product Description: Fully upholstered chair with timber base</li> <li>Dimensions: 780W x 760mmD x 710mmH</li> <li>Upholstery: Kvadrat Maharam 'Murmur 466446 003 Canopy'</li> <li>Base &amp; Frame: American Oak veneer with Charcoal lacquer</li> </ul> <p>***Indicative Image Only***</p>	12	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>CH-302B - Function Lounge Joy Armchairs (Ref 13.0)</b></p> <ul style="list-style-type: none"> <li>Product Description: Fully upholstered chair with timber base</li> <li>Dimensions: 780W x 760mmD x 710mmH</li> <li>Upholstery: Kvadrat Maharam 'Mode 009 Clavicle'</li> <li>Base &amp; Frame: American Oak veneer with Charcoal lacquer</li> </ul> <p>***Indicative Image Only***</p>	8	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>CH-302C - Function Lounge Joy Armchairs (Ref 14.0)</b></p> <ul style="list-style-type: none"> <li>Product Description: Fully upholstered chair with timber base</li> <li>Dimensions: 780W x 760mmD x 710mmH</li> <li>Upholstery: Kvadrat Maharam 'Merit 015 Aegean'</li> <li>Base &amp; Frame: American Oak veneer with Charcoal lacquer</li> </ul> <p>***Indicative Image Only***</p>	2	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>CH-302D - Wintergarden Armchairs (Ref 15.0)</b></p> <ul style="list-style-type: none"> <li>Product Description: Fully upholstered chair</li> <li>Dimensions: 705W x 725mmD x 745mmH</li> <li>Inner Upholstery: Kvadrat Maharam 'Atrium 0781 Outdoor'</li> <li>Outer Upholstery: Kvadrat Maharam 'Pallet 007 Argon'</li> </ul> <p>***Indicative Image Only***</p>	3	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	

Indicative Image	Description	Qty	Unit Price	Subtotal
	<p><b>CH-322D - 2-Tone Hive Lounge with Base to Floor, 2400L Straight Module, Backrest only (720mmH) for the 2P Meeting Rooms (Ref 16.0)</b></p> <ul style="list-style-type: none"> <li>• Dimensions: 2400mmW x 720mmD x 720mmH</li> <li>• Backrest, Upholstered: Kvadrat Maharam 'Nimble 006 Bronzewing'</li> <li>• Seat, Upholstered: Kvadrat Maharam 'Article 039 Desert'</li> <li>• Base to floor, mounted on glides</li> <li>• Powdercoat colour: Mannex Black</li> <li>• Warranty: 10 Years</li> </ul> <p>***Indicative Image Only***</p>	2	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>CH-322E - Curved Hive-3 setting of 2x 60° Internal Bench Modules with Backrests (720mmH) (Ref 17.0)</b></p> <ul style="list-style-type: none"> <li>• Dimensions of each Module: 2x 1305mmW x 720mmD x 720mmH</li> <li>• Backrest, Upholstered: Kvadrat Maharam 'Messenger Shadow 007'</li> <li>• Seat, Upholstered: Kvadrat Maharam 'Messenger Shadow 007'</li> <li>• Base on high steel legs</li> <li>• Powdercoat colour: Mannex Black</li> <li>• Warranty: 10 Years</li> </ul> <p>***Indicative Image Only***</p>	2	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>CH-322F - 2-Tone Hive Lounge with Base to Floor, 2400L Straight Module, Backrest only (720mmH) for the 2P Meeting Rooms (Ref 18.0)</b></p> <ul style="list-style-type: none"> <li>• Dimensions: 2400mmW x 720mmD x 720mmH</li> <li>• Backrest, Upholstered: Kvadrat Maharam 'Pallet 010 Vetiver'</li> <li>• Seat, Upholstered: Kvadrat Maharam 'Gild 001 Rainforest'</li> <li>• Base to floor, mounted on glides</li> <li>• Powdercoat colour: Mannex Black</li> <li>• Warranty: 10 Years</li> </ul> <p>***Indicative Image Only***</p>	2	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>CH-360 - Set of Modular Play Ottomans - Listed below (Ref 19.0)</b></p> <p>Type A X 1</p> <ul style="list-style-type: none"> <li>• Dimension: 1800W x 300D x 200mmH with 100mm Radiused Corners • Pill shaped dense foam with a softer foam as padding</li> <li>• Upholstered: 2M of Kvadrat Maharam 'Micro 013 Zest'</li> </ul> <p>Type B X 1</p> <ul style="list-style-type: none"> <li>• Dimensions: 1200W x 350D x 250mmH with 100mm Radiused Corners • Pill shaped dense foam with a softer foam as padding</li> <li>• Upholstered: 1.5M of Kvadrat Maharam 'Nimble 006 Bronzewing'</li> </ul> <p>Type C X 1</p> <ul style="list-style-type: none"> <li>• Dimensions: 600mm Diametre x 150mmH • Circular shaped dense foam with a softer foam as padding</li> <li>• Upholstered: 0.9M of Kvadrat Maharam 'Pallet 010 Vetiver'</li> </ul> <p>Type D X 1</p> <ul style="list-style-type: none"> <li>• Dimensions: 600mm Diametre x 200mmH • Circular shaped dense foam with a softer foam as padding</li> <li>• Upholstered: 0.9M of Kvadrat Maharam 'Article 039 Desert'</li> </ul> <p>Type E X 1</p> <ul style="list-style-type: none"> <li>• Dimensions: 1000mm Diametre x 150mmH • Circular shaped dense foam with a softer foam as padding</li> <li>• Upholstered: 1.4M of Kvadrat Maharam 'Pallet 007 Argon'</li> </ul> <p>***Indicative Image Only • Supplied by Designer***</p>	1	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	

**Tables**

Indicative Image	Description	Qty	Unit Price	Subtotal
	<b>TB-201 - 2P Agility Meeting Table - Flat Pedestal Base (Ref 20.0)</b>	4	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<ul style="list-style-type: none"> <li>• Dimensions: 900mm Diameter</li> <li>• Tabletop Finish: 25mm 'Laminex Absolute Matt Black' E0 LPL</li> <li>• Edge Detail: Matching 2mm ABS edge</li> <li>• Subframe Finish: Powdercoated Black</li> <li>• Base Specification: 580mmØ Fixed flat Pedestal Base</li> <li>• 10 Year Warranty</li> </ul>			
	<b>TB-203 - 4P Agility Meeting Table - Flat Pedestal Base (Ref 21.0)</b>	2	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<ul style="list-style-type: none"> <li>• Dimensions: 1200mm Diameter</li> <li>• Tabletop Finish: 25mm 'Laminex Classic Oak' E0 LPL</li> <li>• Edge Detail: Matching 2mm ABS edge clashing</li> <li>• Subframe Finish: Powdercoated Black</li> <li>• Base Specification: 720mmØ Fixed flat Pedestal Base</li> <li>• 10 year Warranty</li> </ul>			
	<b>TB-501 - Flex Meeting Room - Flip Tables with Black Base on Castors with Table Connectors (Ref 22.0)</b> *6 of 12 to have a Powerbox with matching Lid (Listed seperately)	12	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<ul style="list-style-type: none"> <li>• Dimensions: 1600 x 800mm</li> <li>• Tabletop Finish: 25mm 'Laminex Classic Oak - Natural finish' E0 LPL</li> <li>• Edge Detail: Matching 2mm ABS edging</li> <li>• Subframe Finish: Powdercoated Black</li> <li>• Base Specification: Dual stem base with feet set at 120 degree splay</li> <li>• Beam Specification: Upper position powdercoated Black</li> <li>• Foot Detail: Lockable Castors</li> <li>• 4x Pairs of Table Connectors: Included</li> <li>• Warranty: 10 Years</li> </ul>			
	<b>Agility Powerboxes for 6 of 12 TB-501 Tables (Ref 23.0)</b>	6	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<ul style="list-style-type: none"> <li>• Cut-out with finished internal edged</li> <li>• Single lid Powerbox with Brushstrip &amp; matching lids made by Top</li> <li>• 6x GPO (4 in the Box + 2x GPO on the Basket)</li> <li>• Provision for 1x Data housings only</li> <li>• Provision for 1x HDMI Pass through</li> <li>• 3000L Starter lead</li> <li>• Cable Clips for reticulation</li> <li>• Umbilical floor to table box</li> <li>• 2 Year Warranty</li> </ul>			

Indicative Image	Description	Qty	Unit Price	Subtotal
	<p><b>TB-502 - Executive Meeting Area - Flip Tables with Black Base &amp; Modesty Panel, on Castors with Table Connectors (Ref 24.0)</b>            *8 of 16 to have a Powerbox with matching Lid (Listed seperately)</p> <ul style="list-style-type: none"> <li>• Dimensions: 1600 x 800mm</li> <li>• Tabletop Finish: 25mm *Laminex Classic Oak • Natural finish* E0 LPL</li> <li>• Edge Detail: Matching 2mm ABS edging</li> <li>• Subframe Finish: Powdercoated Black</li> <li>• Base Specification: Dual stem base with feet set at 120 degree splay</li> <li>• Beam Specification: Upper position powdercoated Black</li> <li>• Foot Detail: Lockable Castors</li> <li>• Modesty Panel: Metal Powdecoated Black &amp; Perforated *Mounted on hinge fittings to fold when Table is flipped*</li> <li>• 4x Pairs of Table Connectors: Included</li> <li>• Warranty: 10 Years</li> </ul> <p>***Indicative Image Only • Modesty to be Perforated &amp; Black***</p>	16	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>Agility Powerboxes for 8 of 16 TB-501 Tables (Ref 25.0)</b>            ***3 of 8 Boxes only to have 4x HDMI Pass through Cables***</p> <ul style="list-style-type: none"> <li>• Cut-out with finished internal edged</li> <li>• Single lid Powerbox with Brushstrip &amp; matching lids made by Top</li> <li>• 6x GPO (4 in the Box + 2x GPO on the Basket)</li> <li>• Provision for 2x Data housings only</li> <li>• Provision for 4x HDMI Pass through (in 3 of 8 Boxes only)</li> <li>• 3000L Starter lead</li> <li>• Cable Clips for reticulation</li> <li>• Umbilical floor to table box</li> <li>• 2 Year Warranty</li> </ul> <p>***Indicative Image Only***</p>	8	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>TB-503 - Cabinet Room - Veneer Flip Tables with Silver Powdercoated Base &amp; Modesty Panel, on Castors with Table Connectors (Ref 26.0)</b>            *2 of 3 to have a Powerbox with matching Lid (Listed seperately)</p> <ul style="list-style-type: none"> <li>• Dimensions: 1600 x 800mm</li> <li>• Tabletop Finish: 25mm George Feathers Lignapal 'Gully Gum' Veneer</li> <li>• Edge Detail: Matching edge</li> <li>• Subframe Finish: Powdercoated Silver *Special finish</li> <li>• Base Specification: Dual stem base with feet set at 120 degree splay</li> <li>• Beam Specification: Upper position powdercoated Silver*</li> <li>• Foot Detail: Lockable Castors</li> <li>• Modesty Panel: Metal Powdecoated Silver* &amp; Perforated *Mounted on hinge fittings to fold when Table is flipped*</li> <li>• 4x Pairs of Table Connectors: Included</li> <li>• Warranty: 10 Years</li> </ul> <p>***Indicative Image Only***</p>	3	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
	<p><b>Agility Powerboxes for 2 of 3 TB-503 Tables (Ref 27.0)</b></p> <ul style="list-style-type: none"> <li>• Cut-out with finished internal edged</li> <li>• Single lid Powerbox with Brushstrip &amp; matching lids made by Top</li> <li>• 4x GPO Outlets</li> <li>• USB A/C charging housings only</li> <li>• Provision for 1x HDMI Pass through</li> <li>• 3000L Starter lead</li> <li>• Cable Clips for reticulation</li> <li>• Umbilical floor to table box</li> <li>• 2 Year Warranty</li> </ul> <p>***Indicative Image Only***</p>	2	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	

---

Subtotal

---

GST

---

**TOTAL (incl GST)**

---

**Terms of Quotation: Due Deposit plus balance**

- All prices quoted include freight and installation at customer site.
- Installation rates based on normal working hours (between 7am-6pm Mon to Fri). Installations outside of these hours will be oncharged at overtime rates.
- Installation rates are based on presumption that the floors/levels are clear of all other trades.
- Quoted prices are subject to Aspect Furniture Pty Ltd supplying all of the above
- This quote is submitted as a confidential document and must not be forwarded, displayed or copied to third parties.
- All prices quoted are valid for a period of 30 days from date of quote.
- This quote is subject to Aspect Furniture Pty Ltd Standard Terms & Conditions
- Should the final conditions of payment vary from Aspect's Terms, the quoted prices may be subject to additional charges For example: the addition of any Liquidated Damages or Retentions.
- Soft wiring pricing includes installation but excludes testing and certification by a registered electrician (if required).
- Soft wire leads are insulated 3 core cables. Note they do not include conduit unless noted.
- This Quotation is an offer made to the entity referred to in our Quote or Tender Response ("Offeree") only and no other entity. The offer may only be accepted by the Offeree. Aspect reserves the right in its absolute discretion whether to make the same offer as contained in this Quote or Tender Response to any other entity and/or at the same pricing/terms.

Please let me know if any aspect of this quotation requires clarification or if you require further items to be priced. Thank you again for the opportunity to present this quotation and I look forward to working with you to deliver an effective furniture solution.

Best Regards

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Sch 2.2(a)(ii); Sch 2.2(a)(xi)



**QUOTATION 115164 /**

**CONSTRUCTION CONTROL**  
 220 LONDON CIRCUIT  
 CANBERRA CITY ACT 2601

*Contact*  
 Sch 2.2 (a)(ii), Sch 2.2 (a)(xi)  
 P 029690077  
 M 029690077

*Our Contact*  
 Sch 2.2 (a)(ii), Sch 2.2 (a)(xi)  
 M



CONSTRUCTION CONTROL		Project: CONSTITUTION PLACE: ACT GOVERNMENT MEZZANINE FITOUT					Date: 25/10/2021	
Product	Description	Brand / Designer	Lead Time if not in stock	Qty	Unit cost ex GST	Total cost ex GST	Warranty	
<b>Sequence Table 01</b> TB-104 	<b>CF-SEQUENCE-01</b> Sequence Table 01 Diam 48cm - HEIGHT - 40cm, - FINISH - Textura Black, - USAGE - Indoor	<b>COCO FLIP</b>	20 - 21 Weeks	4	Sch 2.2(a)(xi), Sch 2.2(a)(xiii)		1 years	
<b>Sequence Table 01</b> TB-105 	<b>CF-SEQUENCE-01</b> Sequence Table 01 Diam 48cm - HEIGHT - 40cm, - FINISH - Textura Surfmist, - USAGE - Indoor	<b>COCO FLIP</b>	20 - 21 Weeks	2			1 years	

**Notes** *The images above are representations of the product and may not match the exact options selected*

\*\* Unless stated this quote does not include delivery, if required \*\*

\*\* Current lead times may be affected by recent international shipping disruptions and the ongoing affects of COVID -19. Further details can be found at <https://cultdesign.com.au/blogs/news/covid-19-live-updates-and-faqs> \*\*

<b>Sub Total</b>	Sch 2.2(a)(xi), Sch 2.2(a)(xiii)
Delivery	
Installation	
<b>Total</b>	
<b>Total</b>	

**QUOTATION VALID 30 DAYS**

**Payment Terms** 50% deposit with the balance payable prior to delivery

**Please note that the leadtime commences from receipt of deposit**

**Acceptance** *I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS of trade overleaf which form part of, and are intended to be read in conjunction with this Quote*

Signed ..... Date .....

Print name ..... Position .....

Cult Design  
ABN 52 076 716 357  
www.cultdesign.com.au  
Cult Design NZ  
ABN 71 103 228 066  
www.cultdesign.co.nz

**SYDNEY**  
21 to 23 Levey Street, Chippendale  
New South Wales 2008 Australia  
T 1300 768626  
E info@cultdesign.com.au

**MELBOURNE**  
680 Elizabeth Street, Melbourne  
Victoria 3000 Australia  
T 1300 768626  
E info@cultdesign.com.au

**BRISBANE**  
925 Ann Street, Fortitude Valley  
Queensland 4006 Australia  
T 1300 768626  
E info@cultdesign.com.au

**AUCKLAND**  
73 The Strand, Parnell  
Auckland New Zealand  
T 0800 773 305  
E info@cultdesign.co.nz

# Cult Design - Terms & Conditions of Trade

## For Australian and Singapore Customers

1. Definitions	5.3 On receipt of the Customer's order, the Seller shall require final details of finishes required, without this information the order may not be processed, which may result in a delayed delivery date.	(e) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.	(a) any money payable to the Seller becomes overdue; or in the Seller's opinion the Customer will be unable to make a payment when it falls due;	event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at <a href="http://www.oaic.gov.au">www.oaic.gov.au</a> .
1.1 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	6.4 The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for delivery (which shall be no greater than twenty percent (20%) of the Price).	9.4 The Seller and the Customer agree that sections 86, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.	(b) the Customer becomes insolvent, commences any proceedings with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or	16. Service of Notices
1.2 "Seller" means Corporate Culture Australia Pty Ltd T/A Cult Design, its successors and assigns or any person acting on behalf of and with the authority of Corporate Culture Australia Pty Ltd T/A Cult Design.	6.5 In the event the Customer requests delayed delivery of all or part of the Goods beyond the acknowledged delivery date, the Seller may (at their i's sole discretion) store the Goods free of charge for seven (7) days. After that period:	9.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.	(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.	16.1 Any written notices given under this Contract shall be deemed to have been given and received:
1.3 "Customer" means the persons, entities or any person acting on behalf of and with the authority of the Customer requesting the Seller to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and;	(a) the Customer shall be charged for storage at a rate not less than one and a half percent (1.5%) of the value of the Goods;	9.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.	(d) the Seller may cancel any contract to which these terms and conditions apply or exercise its rights under this clause.	16.1.1 by handing the notice to the other party, in person;
1.4 "Goods" means all Goods or Services supplied by the Seller to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).	(b) the Customer shall be required to immediately make payment in full for the Goods; and	9.7 Unless otherwise agreed to in writing by the Seller, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.	14. Cancellation	16.1.2 by leaving it at the address of the other party as stated in this Contract;
1.5 "Confidential Information" means information of a confidential nature whether oral, written or in 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, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history and pricing details.	(c) all risk for the stored Goods shall pass to the Customer.	9.8 The Customer must unconditionally ratify any actions taken by the Seller under clauses 9.3 to 9.5.	14.1 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any provision (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Goods to the Customer. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause.	16.1.3 by sending it by registered post to the address of the other party as stated in this Contract;
1.6 "Personal Information" means information of a confidential nature whether oral, written or in 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, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history and pricing details.	(d) the Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	9.9 Subject to any express provisions to the contrary (including those contained in this clause 9) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	14.2 The Seller may cancel any contract to which these terms and conditions apply or exercise its rights under this clause.	16.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
1.7 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Seller and the Customer in accordance with clause 5 below.	(e) the Seller shall be required to immediately make payment in full for the Goods; and	10. Security and Charge	14.3 The Seller may cancel any contract to which these terms and conditions apply or exercise its rights under this clause.	17. Trusts
1.8 "GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	(f) the Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	10.1 In consideration of the Seller agreeing to supply the Goods, the Customer 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 Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	14.4 Cancellation of orders for Goods made to the Customer's specific allocations, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed with items.	17.1 If the Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Seller may have notice of the Trust, the Customer consents with the Seller's s follow:
2. Acceptance	7. Risk	10.2 The Customer indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause.	14.5 In the event that the Customer cancels delivery of Goods the Customer shall be liable for:	(a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Goods.	7.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.	10.3 The Customer irrevocably appoints the Seller and each director of the Seller as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Customer's behalf.	(a) a minimum fee of ten percent (10%) of the Price, provided that manufacture of the Goods has not commenced and that no expenditure or expense has been incurred by the Seller; or	(b) the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other act on which might prejudice that right of indemnity;
2.2 In the event of any incur inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable under the policy. The production of these terms and conditions, if the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.	11. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)	(b) any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation, where production of the Goods has commenced.	(c) any advancement or distribution of capital of the Trust; or
2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	7.3 If the Customer requests the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.	11.1 The Customer must inspect the Goods on delivery and must on delivery notify the Seller in writing of any evident defect, shortage in quantity, or failure to comply with the description of quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow the Seller to inspect the Goods.	(c) any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation, where production of the Goods has commenced.	(d) the removal, replacement or retirement of the Customer as trustee of the Trust;
2.4 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.	7.4 The Customer acknowledges that variations in shade, tone, markings and colour occur naturally and may be evident in the finished Goods.	11.2 Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)	14.6 Cancellation of orders for Goods made to the Customer's specific allocations, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed with items.	(e) any advancement or distribution of capital of the Trust; or
3. Errors and Omissions	7.5 Timber and Marble are natural products and variations in shade, tone, markings, and veining may vary from samples provided available and then further a limited high percent (10%) of veneers, marble and leather hides available and then further a limited high percent of such materials during manufacture. The Seller will make every effort to match samples to the Goods supplied, but will not be liable in any way whatsoever for any variation between the samples and the Goods supplied.	11.3 The Seller is required to replace the Goods under this clause or the CCA, but is unable to do so, if the Seller may refund any money the Customer has paid for the Goods.	15. Privacy Policy	(f) any advancement or distribution of capital of the Trust; or
3.1 The Customer acknowledges and accepts that the Seller shall, without prejudice, accept no liability in respect of any alleged or actual errors (and/or omissions):	7.6 The Customer acknowledges that Goods supplied may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	11.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Seller makes a no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Seller's liability in respect of these warranties is limited to the fullest extent permitted by law.	15.1 All emails, documents, images or other recorded information held or used by the Seller is Personal Information. The Seller acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIC 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"). The Seller acknowledges that in the event it becomes aware of any data breaches and/or disclosure of such Personal Information, held by the Seller that may result in serious or substantial harm to the Seller, the Seller will notify the Customer in accordance with the Act and the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.	(g) any advancement or distribution of capital of the Trust; or
3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of the Seller, the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.	7.7 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	11.5 If the Customer is a consumer within the meaning of the CCA, the Seller's liability is limited to the extent permitted by section 64A of Schedule 2.	15.2 Notwithstanding clause 15.1, privacy limitations will extend to the Seller in relation to Cookies which are transmitted for purchases and orders from the Seller's website. The Seller agrees to display reference to such Cookies and similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:	(h) any advancement or distribution of capital of the Trust; or
4. Change in Control	7.8 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	11.6 Subject to this clause 11, returns will only be accepted provided that: the Customer has complied with the provisions of clause 11.1; and the Seller has agreed that the Goods are defective; and the Goods are returned within a reasonable time at the Customer's cost (if it has cost is not significant); and the Goods are returned in as close a condition to that in which they were delivered as is possible.	(a) IP address; answer; email client type and other similar details;	(i) any advancement or distribution of capital of the Trust; or
4.1 The Customer shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, change in the Customer's name, address, contact phone or fax numbers, change of trustee, or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.	7.9 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	11.7 If the Customer is not a consumer within the meaning of the CCA, the Seller's liability for any defect or damage in the Goods is:	(b) tracking website usage and traffic; and	(j) any advancement or distribution of capital of the Trust; or
5. Price and Payment	7.10 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	(a) limited to the value of any express warranty or warranty provided to the Customer by the Seller at the Seller's sole discretion;	(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information") in order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(k) any advancement or distribution of capital of the Trust; or
5.1 At the Seller's sole discretion the Price shall be either:	7.11 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	(b) otherwise negated absolutely.	(d) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information") in order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(l) any advancement or distribution of capital of the Trust; or
5.2 The Seller reserves the right to change the Price in the event of a variation to the Seller's quotation. Any such variation shall be limited to the Seller's quotation. Fluctuations in currency exchange rates will be charged for on the basis of the Seller's quotation and will be shown as variations on the invoice. The Customer shall be required to respond to any variation submitted by the Seller within ten (10) working days. Failure to do so will entitle the Seller to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	7.12 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	(c) otherwise negated absolutely.	(e) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information") in order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(m) any advancement or distribution of capital of the Trust; or
5.3 At the Seller's sole discretion a non-refundable deposit may be required.	7.13 If the Customer requests the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.	(d) otherwise negated absolutely.	(f) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information") in order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(n) any advancement or distribution of capital of the Trust; or
5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the dates determined by the Seller, which may be:	7.14 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	(e) otherwise negated absolutely.	(g) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information") in order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(o) any advancement or distribution of capital of the Trust; or
5.5 Payment may be made by cash, cheque, bank cheque, electronic transaction (including BPAY, credit card (excluding Amex or Diners Card - a surcharge may apply per transaction), or by any other method mutually agreed between the Customer and the Seller.	7.15 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	(f) otherwise negated absolutely.	(h) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information") in order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(p) any advancement or distribution of capital of the Trust; or
5.6 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoices because part of that invoice is in dispute.	7.16 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	(g) otherwise negated absolutely.	(i) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information") in order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(q) any advancement or distribution of capital of the Trust; or
5.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Seller an amount equal to any GST the Seller may pay for any supply by the Seller under this or any other contract for the sale of the Goods. The Customer may GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In order to ensure that any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	7.17 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	(h) otherwise negated absolutely.	(j) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information") in order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(r) any advancement or distribution of capital of the Trust; or
6. Delivery of Goods	7.18 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	(i) otherwise negated absolutely.	(k) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information") in order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(s) any advancement or distribution of capital of the Trust; or
6.1 Delivery ("Delivery") of the Goods is taken to occur at the time that: the Customer or the Customer's nominated carrier takes possession of the Goods at the Seller's address; or	7.19 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	(j) otherwise negated absolutely.	(l) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information") in order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(t) any advancement or distribution of capital of the Trust; or
6.2 the Seller (or the Seller's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	7.20 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	(k) otherwise negated absolutely.	(m) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information") in order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(u) any advancement or distribution of capital of the Trust; or
6.3 Change statement in relation to the Goods in favour of a third party without the prior written consent of the Seller;	7.21 The Customer acknowledges that the Seller may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;	(l) otherwise negated absolutely.	(n) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information") in order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(v) any advancement or distribution of capital of the Trust; or

QUOTE: **Q202039**  
DATE: 10 February 2022  
ATTENTION: Construction Control  
TO: [Redacted]

PROJECT: Dropp 1 Armchairs  
TELEPHONE: [Redacted]  
EMAIL: [Redacted]  
FROM: [Redacted]

Dear [Redacted]

It is with pleasure that we submit the following quotation to Supply, Deliver & Install furniture as specifically detailed below. Please read carefully our allowance and work description to ensure we have covered the requested brief. Lead time is taken from receipt of the official order confirming the details including colours and dimensions supplied by the client; if working drawings are required, lead time is taken from the date of client approval by signature.

Payment terms are as follows, please take the time to read the full terms and conditions of sale.

To process your order designcraft require a 30% deposit, the receipt of which will enable our prompt processing. The balance is required COD - on collection of goods from designcraft or prior to delivery.

Designcraft is committed to providing the best possible customer service and welcomes the opportunity to work with you on this project, I look forward to hearing from you

Kind regards,

[Redacted]

CODE	IMAGE	ITEM	FINISH	QTY	UNIT ex. GST	TOTAL ex. GST	GST	TOTAL inc. GST	LEAD TIME	WARRANTY
CH:01	Indicative Image Only 	<b>Dropp 1 Armchair with Sled Base</b> <b>Dimensions:</b> 730mm W x 740mm D x 740mm, 460 SH  Since 2008 the DROPP collection has been a modern classic and a great addition to front-of-house, receptions, public areas and breakout areas.  DROPP is made in Australia in any local fabric, vinyl or leather Heavy duty commercial frame.	<b>Upholstery:</b> Kvadrat Maharam Gild Rainforest 001 (Textile Confirmed in Stock)    <b>Frame:</b> Polished Chrome  	2	\$	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)			6 - 8 WEEKS	10 YEAR CONDITIONAL
					2	\$	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)			

**TERMS AND CONDITIONS OF SALE**

**1. QUOTE / PRICING**

- 1.1. All quotations are valid for a period of 30 days from date of quotation unless otherwise specified.
- 1.2. Pricing in the quotation is (1) shown excluding GST, (2) with the GST component shown separately and (3) shown including GST.
- 1.3. Designcraft reserves the right to amend pricing or withdraw a quotation before order placement.

**2. LEAD-TIMES**

- 2.1. Designcraft will endeavour to meet the proposed and agreed lead times, subject to:
- 2.2. Any variations received after order placement that may affect lead time.
- 2.3. All anticipated lead times are from the date of designcraft receiving a signed Acceptance of Offer and any deposit requests.
- 2.4. Any lead time included in the quotation is indicative only and subject to change upon advice from our factory or suppliers.
- 2.5. Designcraft will not accept any liability or claim due to delays in the delivery of raw materials, fabrics or components. Or if any other unforeseen circumstances are to arise.

**3. CONDITIONS OF SALE**

- 3.1. An order will only proceed once designcraft has received a signed Acceptance of Offer from the authorised company representative or individual and is subject to site access.
- 3.2. To proceed with an order, provide acceptance through an official Purchase Order or by signing the Acceptance of Offer section.
- 3.3. Upon receipt of the Acceptance of Offer, the purchaser is deemed to have read and agreed to the designcraft terms and conditions.
- 3.4. Any variations, suspended orders or cancellations must be in writing and will only be recognised with the written consent of designcraft, and this may incur costly penalties.
- 3.5. Timbers and veneers are natural products, and a range of colour variation with each species is to be expected, for this reason, we cannot guarantee colour uniformly unless we are specifically requested to stain all items to match an approved sample.

**4. PAYMENT TERMS**

- 4.1. To process your order designcraft will require a 30% deposit, the receipt of which will enable our prompt processing. The balance is required COD - on the collection of goods from designcraft or before delivery.
- 4.2. Fees may apply to overdue payments.
- 4.3. Legal title of the goods shall remain with the vendor until designcraft have received payment in full.

**5. PAYMENT OPTIONS**

- 5.1. Electronic Funds Transfer: Designcraft's account number as shown on the invoice; please add the invoice number to your payment description.
- 5.2. Please provide proof of payment if the payment is made 48 hours prior to collection.
- 5.3. Credit Card: MasterCard/Visa: 1.5% surcharge applies for all credit card transactions.
- 5.4. Debit Card
- 5.5. Cash on collection.
- 5.6. Please contact our office on 02 6290 4900 or via info@designcraft.net.au with any account enquiries.

**6. DELIVERY**

- 6.1. When included, the allowance is for a one-off delivery & installation in Canberra, Monday – Friday between 7am-4pm **unless otherwise stated**.
- 6.2. In the event of the client requesting any changes to the delivery date or advising of a delivery delay designcraft may charge an additional fee for storage of goods.
- 6.3. Installation prices are based on free & clear access to the space with all areas free & clear of existing furniture.
- 6.4. Any help required of Designcraft staff to move existing furniture not previously discussed will incur fees in the form of a variation to the existing order.
- 6.5. Split deliveries may attract an additional charge as will deliveries required out of normal business hours.

**7. SITE ACCESS**

- 7.1. Installation pricing in this quote is based on delivery via clear and uninterrupted Loading Dock access by large truck (3.5m height min. clearance) and exclusive access to a suitable lift.
- 7.2. Extra costs will be incurred if Designcraft has not been made aware of any access limitations before installation in the form of a variation to the existing order.

**8. WARRANTY**

- 8.1. Designcraft offer a five (5) year structural warranty on all goods manufactured by designcraft, this warranty is subject to fair wear and tear of the product and does not cover misuse.
- 8.2. Specified product from other manufacturers but supplied by designcraft is subject to the warranty conditions offered by the product manufacturer.
- 8.3. Designcraft will pass on all third party warranties to the client.

**9. CANCELLATIONS**

- 9.1. If the customer cancels an order, then the customer forfeits their thirty percent (30%) deposit paid. If designcraft have incurred any additional charges relating to the cancelled order, these charges will also be payable by the customer.
- 9.2. Designcraft will not accept cancellations for custom items, special orders or upholstered items.
- 9.3. Designcraft will not accept cancellations for sale/clearance items.
- 9.4. Cancellation must be in writing, State tax invoice/deposit request number, product/s and reason for cancellation. Email to designcraft salesperson or info@designcraft.net.au

**10. RETURNS**

- 10.1 Returns only accepted for faulty goods. All warranties are passed on to the customer, and an attempt to resolve/repair faults will be made in the first instance.
- 10.2 Designcraft will not accept the return if the goods were accepted or deemed acceptable by you.
- 10.3 Designcraft will not accept a return for "change of mind" unless we choose to do so at managements discretion.

**11. PANDEMIC**

- 11.1 In the event of a declared Pandemic Event, where actual disruption to the supply of labour, equipment, materials or services has impacted Designcraft's ability to carry out its duties, Designcraft agrees to: where possible avoid, mitigate, resolve or to otherwise manage the relevant effect of, and minimise any additional costs in respect to the Pandemic Event, and, within 24h of the perceived impact being established, notify the client, and reserves the right to instruct the client as to the course it must adopt, possibly including but not limited to: an extension of time to any relevant Date for Completion, or, having the Contract Price increased by the extra costs reasonably incurred after the giving of the notice which arise directly from the Pandemic Event

- 11.2 To the extent permitted by law, the client will not be entitled to make (nor will Designcraft be liable upon) any claim (whether under the Contract or otherwise at law or in equity) arising out of or in connection with a Pandemic Event

**ACCEPTANCE OF OFFER**

I,

**Q202039**

Accept **both** the above Quotation in the amount of \$ including GST

and Designcraft's terms and conditions.

Deposit \*amount to be paid \$

\*Deposit of 30% is required to process your order

**Signature**

**Delivery Address**

Site Contact:  
 Business Name:  
 Level / Building:  
 Street Address:  
 Suburb / City:  
 NOTE: standard business hours delivery is between 7am-4pm Monday - Friday.  
 Please advise **site access** (lifts - stairs - loading dock etc) for ease of delivery/install.

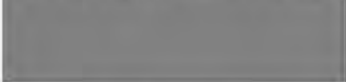
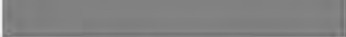
**Invoice Address**

Attention:  
 Business Name:  
 Postal:  
 Phone:  
 E-Mail:

**Client Contact**

Contact: Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
 Position:  
 Phone / Mobile:  
 E-Mail:

# QUOTATION

To **CONSTRUCTION CONTROL**  
 Attention **Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)**  
 Phone   
 Email 

Reference **QTE002362 (5)**  
 Date **31/01/2022**  
 Expiry Date **14/02/2022**

Thank you for the opportunity to provide you with a quotation. The details are:

Sales Person	Job Reference	Lead Time	Payment Terms
Sara Lund	CON013   CONSTITUTION PLACE ACT GOV   LOTTUS	<b>BASES &amp; SHELLS CURRENTLY IN STOCK (SUBJECT TO AVAILABILITY), ALLOW 6-8 WEEKS FROM RECEIPT OF DEPOSIT AND FABRIC IN WAREHOUSE TO UPHOLSTER CHAIRS</b>	50 % DEPOSIT REQUIRED WITH ORDER, BALANCE COD

Code	Description	Qty	Unit (Excl)	Line Total (Excl)
LOT-648640-B-BASE LOT-CH-SSFU-COM LOT-CH-SP-COM	LOTTUS CHAIR WITH WOOD 4-LEG BASE MANUFACTURER: ENEA  BASE FINISH: #B BLACK STAINED BIRCH  SEAT SHELL FULLY UPHOLSTERED IN: 'NIMBLE' POLYURETHANE/SILICONE, COLOUR: #006 BRONZEWING - SUPPLIED BY KVADRAT MAHARAM  ***CH-222A: FAMILY ZONE WINTER GARDEN DINING CHAIR & CASUAL MEETING***  ***IMAGE IS INDICATIVE ONLY***	14	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	





# QUOTATION

Code	Description	Qty	Unit (Excl)	Line Total (Excl)
LOT-648640-B-BASE LOT-CH-SSFU-COM LOT-CH-SP-COM	<p>LOTTUS CHAIR WITH WOOD 4-LEG BASE MANUFACTURER: ENEA</p> <p>BASE FINISH: #B BLACK STAINED BIRCH</p> <p>SEAT SHELL FULLY UPHOLSTERED IN: 'MELANGE NAP' FABRIC, COLOUR: #461 - SUPPLIED BY KVADRAT MAHARAM</p> <p>***CH-222B: FUNCTION LOUNGE DINING CHAIR***</p> <p>***IMAGE IS INDICATIVE ONLY***</p>	10	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	



DELIVERY-CONTRACTOR	DELIVERY FEE FOR THIRD PARTY CARRIER TO: CONSTITUTION PLACE, 220 LONDON CIRCUIT CANBERRA ACT 2600	1	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
---------------------	---	---	-----------------------------------

- One-time delivery within standard hours, Monday-Friday
- Includes placement and rubbish removal
- Assuming use of goods lift and easy access to loading dock - with no impediments or delays
- No special conditions or inductions included

Sub Total	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
GST	
<b>Total</b>	
Deposit Required	



# QUOTATION

PRICING - The above quotation does not include GST unless stated;

DELIVERY - Charge assumes one delivery only within the Sydney Metropolitan Area unless otherwise stated and does not include installation.

\*Lead Time Delivery quoted does not include factory closure periods. Please refer to our Conditions of Sale.

COM FABRIC - Fabric should be non-pattern matching, non-directional of a minimum width of 137cm. If pattern matching is required please ask so any extra metreage and price can be calculated. A 20% handling fee is charged on all fabric that KE-ZU orders.

PAYMENT - A 50.00% deposit is required with the placement of order with the balance strictly C.O.D.

TERMS - DEPOSIT REQUIRED WITH ORDER, BALANCE COD

Payment can be made by EFT or by paying with credit card. Should you choose to settle your invoice by credit card this will attract a surcharge of 1.5% for Visa and Mastercard and 2% for American Express.

All goods remain the property of Ke-Zu until paid in full.

WEBSITE -For high resolution images, dimensions, installation pictures or related items then please see our website – www.kezu.com.au. You can also register for our eCard product updates to be emailed to you.

Please refer to our Conditions of Sale attached for our full terms and conditions.

To accept this quotation, sign here and return with our quotation or Order Acknowledgment / Proforma Invoice.

Unit 33 - 69 O'Riordan Street  
Alexandria 2015  
NSW Australia

Kind Regards,

If you agree to this quotation we will need the following information before issuing the Order Acknowledgment.

Invoice Details

Company	.....	Contact	.....
Telephone	.....	Address	.....
Email	.....		
ABN	.....		

Delivery / Pick Up Details (if not the same as above)

Deliver	YES or NO	Address	.....
Contact	.....		
Telephone	.....		
Email	.....		

# KE-ZU CONDITIONS OF SALE

The following Conditions of Sale govern KE-ZU's supply of product. Please read these terms and conditions carefully. When you accept our quotation, you are deemed to have accepted and will be bound by these Conditions of Sale. You acknowledge that these Conditions of Sale may be amended and varied by us from time to time. To view the most recent version, please see our website at [www.kezu.com.au](http://www.kezu.com.au).

In these Conditions of Sale "we" or "us" or "our" means KE-ZU and "you" means you the purchaser as identified in any quote, Order or Order Acknowledgement.

## 1. STAINS:

- 1.1 Our manufacturers each have a range, sometimes up to 30+, stains from which to choose.
- 1.2 Stain to Match is available for most products and will incur a one-off additional charge.
- 1.3 Each stain supplied must be on a small veneered sample provided to us within 7 days of the order placement so that we are able to meet expected delivery time.
- 1.4 You acknowledge that variations to grain and colour occur naturally and these may be evident in the finished product.

## 2. FABRIC:

- 2.1 Fabric must have a minimum width of 137cm. We will need to make additional allowances if the fabric is narrower than 137cm.
- 2.2 The meterages quoted:
  - (a) assume no pattern-matching; and
  - (b) are non-directional.
- 2.3 A 20% handling fee is charged for all fabric that KE-ZU procures for your order.
- 2.4 Subject to any rights you may have under the Australian Consumer Law, KE-ZU is not responsible or liable for the suitability of or any other issue in respect of any fabric other than the standard manufacturer's collections.

## 3. PRICING:

- 3.1 Our pricing is exclusive of GST, unless stated otherwise.
- 3.2 Our pricing is ex. Warehouse Botany unless a delivery charge to your site has been quoted. Delivery charges to a specific location can be quoted on request.
- 3.3 All our pricing, including for Stock Samples and Goods for Purchase, does not include installation, unless otherwise stated on the Stock Transfer Form or the Order Acknowledgement.

## 4. ORDERS AND PAYMENT:

- 4.1 Orders must be received in writing (by fax, e-mail or post) and will not be processed unless accompanied with a QUOTATION ACCEPTANCE or PURCHASE ORDER outlining invoice and delivery details and a deposit payment. An Order Acknowledgement will be sent by us to you, confirming your order. Notification to KE-ZU must be made in writing, within 48 hours for any amendments or additions to the order. Where no notification is made within this period, the order stands as confirmed by the Order Acknowledgement.
- 4.2 Terms:
  - (a) A 50% non-refundable deposit is due with the order placement; and
  - (b) The balance of the order payment is payable prior to or on delivery of the goods to your site, or upon your arrival to Our Warehouse if collection or delivery delays to site occur.
- 4.3 Payment can be made by cash, EFT or by credit card. If paying by credit card there is a surcharge of 1.5% on VISA and Mastercard, and a 2% surcharge on AMEX.
- 4.4 All goods remain the property of KE-ZU Pty Ltd until paid for in full (including any additional charges such as storage, delivery, installation or other charges).

## 5. LEAD TIME:

- 5.1 The following lead times apply:
  - (a) For an imported product a minimum of 10 – 12 weeks applies, plus an additional 4 weeks for orders placed after 1st July until 15th September, and for the Christmas break.
  - (b) For a local product a minimum of 4 – 6 weeks applies, plus an additional 4 weeks for the Christmas break.
- 5.2 All lead times are subject to availability of fabric and materials from other suppliers to our factory.
- 5.3 Confirmation of lead time is subject to final order quantity and product availability.
- 5.4 KE-ZU will not be liable for any loss or claims arising from delay in delivery due to strikes, shipping, accidents, unavailability of materials, manufacturer's delays or events beyond the reasonable control of the company.

## 6. DELIVERY

- 6.1 If delivery is required, a delivery charge will be quoted once precise site conditions and the location are known. A quote may include insurance, at your request. Any date that may be specified for delivery is an estimate only, based on lead times, and is not a guaranteed date, or a date that is fixed by these Conditions of Sale or otherwise.
- 6.2 Delivery details must be provided on the Stock Transfer Form or Order Acceptance Form (as applicable). Any changes to delivery details must be made by you to KE-ZU within 48 hours of your receipt of the Order Acknowledgement from us.
- 6.3 Subsequent deliveries in relation to an order will incur additional delivery charges, which will be invoiced to you and payable prior to delivery.
- 6.4 Delivery is only made on a Business Day.
- 6.5 Where part deliveries are made, KE-ZU maintains the right to invoice the customer for pro rata progress payments in respect for those items delivered.

6. **6.6** Delivery is provided on the basis that the site is free of other trades and is within the hours of 8am – 5pm on a Business Day.

7. **6.7** You must arrange for reasonable assistance to be provided to us upon delivery to a site, including (where applicable):

1. (a) Clear and reasonable site access must be provided with unrestricted lift facilities;
2. (b) Access to the loading dock; and
3. (c) An authorised representative to sign for receipt of order.

**7. INSTALLATION/PLACEMENT ON SITE (IF APPLICABLE):**

1. **7.1** Any charges incurred in placement or installing of any goods are charged separately. KE-ZU is not responsible for any placement or installation unless stated on the Order Acknowledgement.

2. **7.2** All reasonable precautions will be taken to avoid damage when the goods are being installed.

3. **7.3** If placement or installation is not part of this supply contract, you are responsible for all packaging, including its removal and disposal. Subject to this obligation, we will use reasonable endeavours to leave the site in the same state as we found it.

**8. DELIVERY DELAYS:**

1. **8.1** In the event of delayed delivery due to customer request, KE-ZU will hold the order in part or whole beyond the original date of delivery free of charge for 7 days. After this time the customer must make alternative arrangements for storage.

2. **8.2** If you require us to store the goods, or do not make alternative arrangements for storage, beyond our free of charge period, then you agree to pay, and we will invoice you at the actual delivery date, for storage at a rate of \$75/cubic metre/month or there part of for the total value of items held.

**9. RISK AND TITLE:**

1. **9.1** Risk in any goods (other than Stock Samples) passes when we notify you that the goods are available for collection or, in the case of good that are to be delivered, when the goods are consigned to you or the original date of delivery (whichever occurs first). Subject to any rights that you may have under the Australian Consumer Law, you accept all responsibility for any loss of or damage caused to the items by delivery, or a failure of delivery, and you release us from any liability for any loss or damage caused as a result.

2. **9.2** All items to be delivered must be delivered to a specified premises and receipt must be acknowledged by signature.

3. **9.3** Title in any goods (other than Stock Samples) only passes to you when we receive the full order payment in cleared funds.

**10. WARRANTY:**

1. **10.1** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

2. **10.2** Goods that we sell to you also come with a manufacturer's warranty that their products are free of manufacturing defects and faults for a period of 12 months or longer from delivery.

3. **10.3** This warranty specifically excludes damage due to normal wear and tear, abuse or misuse of the product for other than its intended purpose.

4. **10.4** As wood is a natural material, light tone differences among the various elements that make up the product may occur. Moreover, if the products are purchased in different periods, the elapsed time and climatic conditions can cause variations in colour and/or tonality and KE-ZU cannot accept any claim in this regard.

5. **10.5** No claim will be recognised for damage to upholstery other than the manufacturer's standard collection. In addition, damage due to natural wear and tear of upholstery, or damage due to moths and other vermin is specifically excluded.

6. **10.6** In order to claim under the defects warranty you must notify KE-ZU promptly upon discovery of a possible problem together with details of date of purchase, KE-ZU invoice number and product description.

7. **10.7** You are responsible for minimising the extent of any potential claim and any reasonable expenses incurred in connection with a claim under this warranty. KE-ZU will consider any reasonable expenses that you may have incurred by submitting proof of those expenses to us. Any claim will be considered and process commenced within 7 days.

8. **10.8** The benefits to you given by this warranty are in addition to other rights and remedies under any law in relation to the goods or services to which the warranty relates.

**11. OUR LIABILITY TO YOU**

1. **11.1** To the extent permitted by law, we exclude all liability in respect of:

1. (a) any indirect or consequential loss, any loss of profit, use, anticipated savings, goodwill, reputation or business contracts, claims brought against you by any third party, or any other form of pure economic loss whether arising in contract, tort (including negligence) or otherwise; and
2. (b) any loss, damage or liability of any kind suffered by you or any third party directly or indirectly caused by modifications, adjustment, repairs or remedial work carried out by you or third parties without our prior written approval.

2. **11.2** These Conditions of Sale do not exclude or modify any condition, or warranty implied into these Conditions of Sale or any guarantee conferred by or any liability imposed on KE-ZU by any law including the *Australian Consumer Law*, if to do so would contravene that law or make any part of this **clause** void or unenforceable.

3. **11.3** Subject to **clause 11.2**, KE-ZU:

- (a) other than as expressly set out in these Conditions of Sale excludes all implied terms, conditions, warranties and guarantees to the full extent permitted by law;

(b) where the goods or services supplied by KE-ZU under these Conditions of Sale are of a kind ordinarily acquired for personal, domestic or household use or consumption or otherwise have a price less than \$40,000, limits its liability for breach of any condition, warranty or guarantee that cannot be excluded under the *Australian Consumer Law* (at KE-ZU's option):

1. (i) for goods:

1. (A) repairing or replacing those goods; or
2. (B) paying the cost of having those goods repaired or replaced; and

2. (ii) for services:

1. (A) resupplying the services; or
2. (B) paying the cost of having the services resupplied; and
3. (c) excludes any liability to the other party for any:

3. (i) loss of opportunity, lost revenue or lost profits; or

4. (ii) special or consequential loss.

4. **11.4** Our total liability in respect to negligent damage to property is restricted to items installed by us whilst in our care, custody and control and is limited to the reasonable costs for the repair or replacement of the property.

5. **11.5** Our fees have been calculated on the basis that we can exclude or limit liability as set out in these Conditions of Sale. You confirm that you will bear yourself (or insure against) any loss for which we have excluded or limited liability.

## **12. CLAIMS:**

1. **12.1** Customers should inspect all items at the time of delivery, and sign delivery documents provided.

2. **12.2** Claims for damage in delivery must be recorded at the time of delivery.

## **13. CANCELLATION:**

**13.1** In the event of an order cancellation by you:

1. (a) within 7 days of the order placement, a minimum fee is payable of 10% of the total order, payable within 7 days, or

2. (b) after 7 days of the order placement, you will be liable for the total order value, payable within 7 days, which we both agree is a genuine pre-estimate of the loss KE-ZU is likely to suffer in the event of cancellation of an order by you.

## **14. CONFIDENTIALITY AND PRIVACY:**

1. **14.1** KE-ZU's Privacy Policy is available via Our Website.

2. **14.2** We reserve the right to include any comments that you make about us or our services in reports to our manufacturers from whom you purchased the item and in any marketing material that we produce. These comments will be unattributable and will not include your name or your address.

## **15. STOCK SAMPLES:**

1. **15.1** Samples of our products may be provided to you (as determined in our sole discretion) exclusively for evaluation of suitability and project presentation purposes (**Stock Samples**).

2. **15.2** Title in Stock Samples remains with KE-ZU at all times.

3. **15.3** Stock Samples must be used in accordance with **clause 15.1** and not for any other purpose.

4. **15.4** Delivery of Stock Samples will be made in accordance with the details on the Stock Transfer Form. Any delivery or return delivery costs for which you are responsible are included in the Stock Transfer Form.

5. **15.5** Stock Samples must be made available for return to us:

1. (a) On the date set out on the Stock Transfer Form; or

2. (b) Within a reasonable time after a written request by us.

6. **15.6** We may register our interest in the Stock Samples under the *Personal Property Securities Act 2009* (Cth) at any time.

7. **15.7** You are responsible for and liable for any damage or loss to the Stock Samples from the time the goods are delivered to you until the time we collect them from you.

8. **15.8** You agree to pay to KE-ZU on demand the amount of any loss suffered or incurred by KE-ZU arising out of or in connection with:

1. (a) any loss or damage to the Stock Samples whilst in your possession, control or care; or

2. (b) any copying or replicating of any Stock Samples or any other goods that you acquire from us.

## **16. MISCELLANEOUS:**

1. **16.1** These Conditions of Sale are governed by and construed in accordance with the laws of New South Wales, Australia.

2. **16.2** If any provision of these Conditions of Sale is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability does not affect the remainder of the agreement which continues in full force and effect so as to give effect to the intention of the parties.

3. **16.3** All rights not expressly granted in these Conditions of Sale are reserved.

4. **16.4** Capitalised terms used throughout these Conditions of Sale have the meaning given to them in **clause 17**.

5. **16.5** We may amend these Conditions of Sale from time to time by posting new terms and conditions on Our Website. These amendments will usually take effect 7 days after the changes have been posted on Our Website. You should review the Conditions of Sale from time to time for any amendments.

6. **16.6** Additional conditions may be contained in our quotation or sales documents. Where there is any inconsistency between these Conditions of Sale and any terms set out in our quotation or sales documents, these Conditions of Sale prevail.

## **17. DEFINITIONS AND INTERPRETATION:**

**17.1** In these Conditions of Sale, unless otherwise stated: **Business Day** means a day that is not a Saturday, Sunday,

gazetted public holiday or bank holiday in Sydney, Australia.

**GST** means Goods and Services Tax as defined under the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**KE-ZU** means KE-ZU Pty Ltd ABN 39 056 318 873.

**Order Acknowledgement** has the meaning given to that term in **clause 4.1**.

**Our Website** means the KE-ZU website located at [www.kezu.com.au](http://www.kezu.com.au).

**Stock Transfer Form** means the document used to transfer and loan Stock Samples.

**Our Warehouse** means our warehouse located at Unit 6A, 1A Hale Street, Botany Alexandria NSW.

**17.2** In this Agreement headings are for convenience only and, except to the extent that the context otherwise requires:

1. (a) words denoting the singular include the plural and vice-versa;
2. (b) references to any document (including these Conditions of Sale) include references to that document as amended, supplemented, varied or replaced from time to time;
3. (c) references to any party includes its successors and permitted assigns and, where appropriate, its servants and agents; and
4. (d) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
5. (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, e-enactments and replacements;
6. (f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
7. (g) **"includes"** in any form is not a word of limitation.



## QUOTE

<b>Koskela</b>	Quote Number	Q-119544E	<b>Customer:</b>	Construction Control (ACT)	<b>Ship to:</b>
koskela.com.au	Date Created	31 Jan 2022		Sch 2.2 (a)(i); Sch 2.2 (4)(v)	
+61 2 9280 0999	Sales Rep	Sch 2.2 (a)(ii); Sch 2.2 (a)(vi)		Unit 124, Level 1	Constitution Place
	Created By			24 Lonsdale Street	220 London Circuit
	Customer Ref			Braddon , ACT, 2612	Canberra , ACT, 2600
Koskela Pty Ltd + ABN: 86 092 929 907	Project Name	RD - Constitution Place		Australia	Australia
			<b>Contact Info:</b>	Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)	
			<b>Delivery</b>		
			<b>Contact &amp; Phone:</b>		
			<b>Delivery</b>		
			<b>Instructions:</b>		

Code	Image	Name	Options	Qty	Unit Price	Disc	Sub Total
KCSFQUCDOUSS		CH-323a - Quadrant Soft Curved - Double - Standard Foam - 2085L x 1056W x 730Hmm (Seat 370H)	Upholstered In: Back - Maharam, Nimble, Bronzewing 006 Seat - Maharam, Article, col. Desert 039 Details: Cross stitch and side handles in Koskela leather, col. Black	2	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)		
KCSFQUCDOUSS		CH-323b - Quadrant Soft Curved - Double - Standard Foam - 2085L x 1056W x 730Hmm (Seat 370H)	Upholstered In: Back - Maharam, Gild col. Lantern 010 Seat - Maharam, Article, col. Desert 039 Details: Cross stitch and side handles in Koskela leather, col. Black	2			
KCSFQUCDOUSS		CH-323D - Quadrant Soft Curved - Double - Standard Foam - 2085L x 1056W x 730Hmm (Seat 370H)	Upholstered In: Back - Maharam, Nimble, col. Mezcal 013 Seat - Maharam, Gild col. Rainforest 001 Details: Cross stitch and side handles in Koskela leather, col. Black	1			
KCSFQUCDOUSS		CH-323c - Quadrant Soft Curved - Double - Standard Foam - 2085L x 1056W x 730Hmm (Seat 370H)	Upholstered In: Back - Maharam, Pallet, col. Vetiver 010 Seat - Maharam, Gild, col. Rainforest 001 Details: Cross stitch and side handles in Koskela leather, col. Black	1			
NOTE		Power Plinth	Lamhex Classic Oak, natural finish laminate plinth Power & Data: 2x Echo each with 2xUSB (1xA, 1xB) in black Power at base/front face of plinth, rather than in the top. Set the plinth down approx. 20mm below the	2			

Quadrant seat height and inset from front of seat 10mm.

Q-TCs	Koskela's Terms and Conditions		1
NOTE	Standard lead time is 8-10 weeks from date of receiving a signed order confirmation, approved shop drawings and 50% deposit payment. Please note that our lead time may be affected by COVID related Government restrictions. Any impact will be confirmed at time of order confirmation.	Any alteration to shop drawings, design or finishes after approval may result in the recommencement or extension of the original lead time	1
NOTE	Payment in full is required if the order value is below \$2000 AUD (ex GST) or due to considerable custom componentry		1
Q-Storage	Storage fees may be charged if the project delivery date is altered		1
DEL-INST-COMM	Delivery and installation. Includes placement of items into location on-site, removal of rubbish and protective material. All works in one stage only and does not include site inductions. Pricing subject to review of site specific conditions.	Delivery & Installation during business hours, Monday to Friday 7am - 3pm	1

Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)

Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)

**Production Cost:**  
**Sub Total:**  
**GST:**  
**Tax Invoice Total:**

**Signature:**  **Date:**  **Name:**

Terms & Conditions: Line item prices are exclusive of GST. Should this purchase of product be made on behalf of a client, it is understood that the client has read and accepted the terms and conditions of our quotation set out below. Quotations are valid for a period of 30 calendar days, after which time are subject to review by Koskela.

Terms are 50% deposit with order, balance payable prior to dispatch of goods (unless otherwise arranged). All prices are based on the quantities specified. A change in item quantity may affect the item cost. Unless quoted, delivery is not included. E.&O.E.

DELIVERY TERMS: Standard lead time is 8 weeks. Lead-time will be advised for nonstandard products. Confirmation of lead-time is subject to final order. Delivery dates are subject to availability of materials from other suppliers. Koskela will not be liable for claims arising from delay in delivery due to strikes, accidents, unavailability of materials or events beyond the reasonable control of the company. Installation is quoted on the basis that the site is free of other trades other than those providing services to the furniture. Site must be clear and free from obstruction and unrestricted lift facilities must be available at no charge. When a customer requests delayed delivery beyond the delivery date that has been acknowledged, the order will be held free of charge for 48 hours. After that period, the customers will be invoiced for warehousing at a rate not less than 1.5% per month, based on the invoice value of the items held by Koskela, with a minimum storage charge assessed by the company at its sole discretion. At the same time the customer will be invoiced to 90% for the products held by Koskela and risk will pass to the customer.

CLAIMS POLICY: Please choose carefully. Koskela does not refund for incorrect choice. All Koskela products are carefully inspected prior to shipment. Customers should similarly inspect all items at the time of delivery or installation. Claims for damage in delivery must be recorded at the time of delivery. Koskela will not accept claims for: Damage resulting from storage by the customer or by Koskela on behalf of the customer; Damage resulting from accident, alteration or misuse after delivery; Textile fade or wear under normal use; Dissatisfaction with colour, grain, veining or texture of wood, marble and leather because of natural variations over which Koskela has no control. Products that are either faulty, have been wrongly described, are different from a sample you have been shown, may be exchanged or refunded. A copy of your original invoice receipt will be required for all refund, exchange and warranty repair requests.

CANCELLATION TERMS: In the event that this agreement shall be cancelled, then a minimum fee of 10% of the contract prices shall be payable on cancellation, provided that the manufacture of the goods has not commenced and that no expenditure or expense has been incurred by Koskela. When production of the goods has commenced at the time of cancellation, then the client shall be liable for the payment of the costs of production or expenses up to the date of cancellation plus payment of loss of profit and damages suffered by us as a result of such cancellation.



# QUOTE

Construction Control

**Date**  
31 Jan 2022

**Expiry**  
25 Dec 2021

**Quote Number**  
QU-00743

**GST Number**  
097-949-816

Lujo Concepts Limited  
PO Box 5296  
Mt Maunganui 3150  
New Zealand

Description	Quantity	Unit Price	Amount AUD
Tulum bean bag chair - with filling - Teal	5.00	585.00	
Tulum bean bag chair - with filling - Manuka	3.00	585.00	
delivery - free	1.00	0.00	
		<b>TOTAL AUD</b>	

## Terms

Price includes delivery ex-New Zealand to one location in Australia  
Price excludes import GST, which is payable (and claimable) by receiver  
Price includes bean bag filling, which be arrive separately to covers



# SALES QUOTATION Order

Our reference  
**Group House Sales**

Print date  
**18-01-22**

Quotation date  
**18-01-22**

Quotation number  
**70003303 0**  
Customer number  
**810000**

Quotation address  
Sch 2.2 (a)(i)(c), Sch 2.2 (a)(i)(e)  
**1 Constitution Avenue  
Canberra ACT 2601**

Terms of delivery  
**Charge Freight**

Terms of payment  
**Prepay**

Exp date  
**26-01-23**

Your reference

Manner of transport  
**Road**

Sales Quotation not yet shipped

Item	Quantity	Unit	price	Dsp.date	Discount	Amount AUD
ACH8617 Stockholm Toddler Chair	4	EACH	56.95	24-01-22		<small>Sch 2.2(a)(i)(c), Sch 2.2(a)(i)(e)</small>
SST212 SafeSpace - Square Table - 80x80x35	2	EACH	285.90	24-01-22		
SST212T SafeSpace - Square Table Top - 80x80x35	2	EACH		24-01-22	16.07 % KIT4A	
SST435 SafeSpace - Legs - 35cm - Set of 4	2	EACH		24-01-22		

Total excl GST		<small>Sch 2.2(a)(i)(c), Sch 2.2(a)(i)(e)</small>
GST		
Total incl GST		

Modern Teaching Aids Pty Ltd  
PO Box 6367  
Frenchs Forest  
NSW 2086  
Email [sales@teaching.com.au](mailto:sales@teaching.com.au)  
[www.teaching.com.au](http://www.teaching.com.au)

Free Phone  
1800 251 497

ABN  
98 000 628 786

Free Fax  
1800 151 492

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Construction Control  
Unit 124, Level 1  
24 Lonsdale Street,  
Braddon ACT 2612**

Tuesday 18 January 2022

## **Supply Proposal**

Dear Sch 2.2 (a)(ii); Sch 2.2 (a)(xi),

Thank you for the opportunity to provide a supply proposal for supply of Executive Chairs for an ACT Government Project.

As requested, the b PLUS Task Chairs have been included in this submission.

Further details, such as warranty details, can be provided.

Prices include delivery, installation as required, and packaging removal.



Payment terms subject to mutual agreement.


Allow 12 weeks from order confirmation to delivery.

Yours sincerely,

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Director**

<u>Item Description</u>	<u>Image</u>	<u>Qty</u>	<u>Ex GST</u>	<u>Total Ex GST</u>
<p>Executive Chair, Akura H High Back,</p> <ul style="list-style-type: none"> <li>- Adjustable seat height</li> <li>- Adjustable seat and back angle</li> <li>- Adjustable weight tension</li> <li>- Fixed aluminium arms</li> <li>- High density foam</li> <li>- Knee tilt mechanism with 3 locking positions</li> <li>- 5 year warranty</li> <li>- Weight limit is 120Kg</li> <li>- Priced with NSW Leather Millenium</li> </ul>		61	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
<p>Chair Ergonomic b PLUS High Back,</p> <p>(480mm high x 420mm wide) 3 lever ergo mechanism, Gelteq G2 Large 480mm Seat, Seat Slider fitted, Standard castors, no arms, PB Black fabric</p>		8	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	

<u>Item Description</u>	<u>Image</u>	<u>Qty</u>	<u>Ex GST</u>	<u>Total Ex GST</u>
Chair Ergonomic b PLUS High Back, (480mm high x 420mm wide) 3 lever ergo mechanism, Gelteq G2 Small 440mm(d) Seat, Seat Slider fitted, Standard castors, no arms, PB Black fabric.		4	\$	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
<b>Total</b>				
<b>GST</b>				
<b>Total Including GST</b>				



**Sell To**

CONSTRUCTION CONTROL  
PO BOX 5120  
BRADDON ACT 2612

Contact: Andrew Thompson 0417 177 001

**Deliver To**

ACT GOVERNMENT  
CONSTITUTION PLACE - MEZZANINE  
220 LONDON CIRCUIT  
CANBERRA CENTRAL ACT 2601

# SALES QUOTE

## SQ-006025 - Revision: 2

Customer No.	External Doc. No.	Document Date	Lead Time	Payment Terms	Salesperson	Entered By	Expiration Date
C-000185		03/02/22	5 WORKING WEEKS + DELIVERY	30DEOM	Sch 2.2(a)(ii); Sch 2.2(a)(iii)	Sch 2.2(a)(ii); Sch 2.2(a)(iii)	04/04/22

Part No.	Description	Quantity	UOM	Net Unit Price	Total Amount
25-V-PED-BF-280-RDS-F40	<p>ALL PLANEX PRODUCTS ARE MANUFACTURED IN AUSTRALIA</p> <p><b>VIRTU MINI BOX/FILE MOBILE PEDESTAL - LOCKABLE</b></p> <p>PROJECT CODE: ITEM ST.101 MINI PEDESTAL. LOCATION: L00 SECURITY DESK DIMENSIONS: 510mm HIGH x 280mm WIDE x 550mm DEEP INCLUDES MOULDED PENCIL TRAY LOCKABLE WITH 2 KEYS ISSUED fitted with Italian aluminium wide profile twin wheel castors and have counterweight fitted to the body</p> <p>FINISH: POWDERCOAT DULUX ELECTRO BLACK ACE</p>	2	EA		Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
<b>FREIGHT</b>	<p><b>FREIGHT</b></p> <p>Delivery cost includes delivery to one CANBERRA CBD location. Includes placement and removal of rubbish.</p>	1	EA		

**CUSTOMER ACCEPTANCE SUBJECT TO PLANEX T&Cs**

<b>Total Weight (KG):</b>	0.00	<b>Total Volume (M3):</b>	0.00	<b>Total AUD Excl. GST</b>	
				10% GST	
				<b>Total AUD Incl. GST</b>	

**Name:**  **Our Order No.:**

**Signature:**  **Date:**



Official Confirmation: [ ] will not follow; [ ] will follow.  
 Ex- Works date will be confirmed as soon as is available by a Planex order acknowledgement.  
 Postponements of the delivery date must be reported to Planex at least three weeks prior to the ex-works date.  
 Acceptance subject to Planex Terms and Conditions of Sale available [here](#).

# Delivery Specifications

The delivery quotation is based upon the following and is subject to review/variation upon receipt of:

- : **Confirmed site address**
- : **Receipt of official purchase order and confirmation of site access information including;**
  - : Lift specifications and written agreement to lift access during delivery
  - : Relocation and rubbish removal process
  - : Parking and Clearway to building loading dock/entry/lift.
- : **Installation**
  - : All cabinets must fit standardly via all access points, including good lift, external and internal doorways & hallways as a finished product. NB: These products are supplied as a fully welded and finished product & cannot be delivered as smaller components for assembly on site. If accommodating offices/rooms via hallways, please consider turning circle requirement to access entry point.
  - : All goods to be delivered via furniture dollies
- : **Delivery**
  - : A finished floor depicting a "ready to move in status" including;
  - : Complete exposure of floor covering, free of plastic. Floors have been or are in the process of being vacuumed/cleaned
  - : Installation of workstations is complete
  - : Ceiling/Roof works are complete
  - : Onsite building or builders site specific induction upon arrival to site on the day of delivery & install upto 30 minutes
  - : OH&S Induction cards
- : **This price does not include**
  - : Online builders or building induction
  - : Site measure & floor status inspections
  - : Relocation of products via stairs
  - : Onsite building or builders site specific induction on a separate day to delivery or installation
  - : Provision of security, lift driver, or onsite representation during scope of works. If required the payment & arrangements for this is the sole responsibility of either the client, builder or building management.

# Terms and Conditions



For full terms and conditions please refer to: [www.planex.com.au/terms-and-conditions](http://www.planex.com.au/terms-and-conditions)

## 1. Definitions

In these Terms:

ACL means the Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth) as amended;  
Agreement means any agreement or contract entered into for the provision of goods by Planex to the Customer;  
consumer is as defined in the ACL and in determining if the Customer is a consumer, the determination is made  
Customer is a consumer under the Agreement;

Customer means the person, jointly and severally if there is more than one, acquiring goods from Planex;

goods means goods supplied by Planex to the Customer;

GST means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended;

Intellectual Property means all copyright, patents, trade marks, designs, drawings, names, confidential information (including but not limited to technical information and advice), specifications and all modifications, improvements and enhancements (whether registrable or not) owned by or licensed to Planex in respect of the goods;

PPSA means the Personal Property Securities Act 2009 (Cth) as amended;

Price List means the price list issued by Planex from time to time;

Planex means Planex Sales Pty Ltd (ACN 005 567 528); and

Terms means these Terms and Conditions of Sale.

## 2. Basis of Agreement

- 2.1 Unless otherwise agreed by Planex in writing, the Terms apply exclusively to every Agreement and cannot be varied or replaced by any other conditions.
- 2.2 Any quotation provided by Planex to the Customer is:
  - (a) valid for 30 days;
  - (b) an invitation to treat only; and
  - (c) only valid if in writing.
- 2.3 The Terms may include additional terms in Planex's quotation, which are not inconsistent with the Terms. The terms of the quotation will override the Terms to the extent of any inconsistency.
- 2.4 An Agreement is accepted by Planex when Planex accepts in writing an offer from the Customer or provides the Customer with the goods.
- 2.5 Planex may refuse to accept any offer.
- 2.6 The Customer must provide Planex with its specific requirements, if any, in relation to the goods.
- 2.7 Planex may vary these Terms by written notice to the Customer at any time. Any variations will apply to orders placed after the notice date.
- 2.8 Goods may be subject to a minimum purchase quantity, where specified in the Price List.

## 3. Pricing

- 3.1 Prices quoted, whether in a Price List or otherwise, exclude GST and any other applicable taxes or duties.
- 3.2 If:
  - (a) the Customer requests any change to the Agreement, including the method of packaging; or
  - (b) there is any change in the costs incurred by Planex in relation to the goods,then Planex may seek to vary the price to account for the change, by notifying the Customer.
- 3.3 If Planex provides the Customer with notice as referred to in clause 3.2, the Customer may:
  - (a) agree to pay the varied price, and continue under the Agreement; or
  - (b) cancel the Agreement, in which case Planex must refund to the Customer any monies paid by the Customer to Planex in respect of any goods that will not be supplied by reason of the cancellation.
- 3.4 The Price List is subject to change without notice, however Planex will use its best endeavours to provide up to 4 weeks' notice of price changes. Any change will apply to orders placed after the notice date.

## 4. Payment

- 4.1 If payment terms are not specified in a quotation, then:
  - (a) terms of payment are strictly cash on delivery, except for account customers where credit is provided;

- (b) where credit is provided, payment for the goods must be made within 30 days of the end of the month in which Planex's invoice is raised; and
  - (c) notwithstanding clause 4.1(b), Planex reserves the right to require payment in full on delivery of the goods.
- 4.2 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.
  - 4.3 Payment terms may be revoked or amended immediately upon Planex giving notice to the Customer. Any amendments to payment terms will apply to orders placed after the notice date.
  - 4.4 Time for payment is of the essence.

## 5. Risk and Insurance

- 5.1 The risk in the goods, and all insurance responsibility, will pass to the Customer immediately on the goods being delivered to the Customer or collected from Planex's premises.
- 5.2 The Customer is liable for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use or possession of any of the goods sold by Planex, unless recoverable from Planex under the ACL.

## 6. Performance of Agreement

- 6.1 Any date for delivery of goods stated by Planex is an estimate only and is not a contractual commitment.
- 6.2 Planex will use its reasonable endeavours to meet any estimated dates for delivery of the goods but will not be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

## 7. Specifications

- 7.1 All specifications, drawings, illustrations, descriptive matter and particulars contained in Planex's quotations, Price Lists, catalogues, website and marketing or other documents are indicative only, do not form part of this Agreement, and are not representations or warranties of any kind. Any discrepancy will not entitle the Customer to rescind this Agreement or seek compensation or damages.

## 8. Delivery

- 8.1 Subject to clause 8.8, Planex will arrange for delivery of goods to the Customer.
- 8.2 The Customer is responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.
- 8.3 The Customer authorises Planex to subcontract delivery of the goods in its absolute discretion.
- 8.4 The Customer must make its premises available for Planex or its sub-contractors to effect delivery of the goods.
- 8.5 Planex may make part delivery of goods and invoice the Customer for the goods provided.
- 8.6 The Customer indemnifies Planex against any loss or damage suffered by Planex, its sub-contractors or employees as a result of delivery, except where the Customer is a consumer and Planex has not used due care and skill.
- 8.7 If delivery is attempted and is unable to be completed the Customer is deemed to have taken delivery of the goods. Where it is necessary for Planex to store the goods the subject of delivery, the Customer is liable for storage charges payable monthly on demand.
- 8.8 If agreed that the Customer will collect the goods:
  - (a) the Customer must collect the goods within 7 days of being advised they are ready;
  - (b) if the Customer does not collect the goods within this time, the Customer is deemed to have taken delivery of the goods and is liable for storage charges payable monthly on demand.
- 8.9 A completed drivers manifest or delivery docket whether signed by the driver or by the Customer or its employee or agent will be proof of delivery of goods invoiced.
- 8.10 Any extra carrier charges due to difficult access, wrong instructions provided by the Customer, frustrated delivery, or the requirement for extra personnel, will be charged to Customer at cost
- 8.11 Planex reserves the right to charge a handling fee of \$15.00 (plus GST) on any order for goods which is less than \$100.00.
- 8.12 Where it is necessary for Planex to deliver the goods in other than a fully assembled condition, the cost and responsibility of assembly and installation will fall to the Customer, unless otherwise agreed in writing.

**Created Date**

18 Jan 2022

**Created By**

Shelley Mason

**ETD**
**Ref**

CCON26342-1

**Customer:**
**Construction Control**
Sch 2.2(a)(ii); Sch 2.2(a)(iii)

 PO Box 5120 Braddon  
braddon, ACT

**Phone:**
**Mobile:**
Sch 2.2(a)(ii); Sch 2.2(a)(iii)  
Sch 2.2(a)(ii); Sch 2.2(a)(xi)
**Ship To:**
**Construction Control**
Sch 2.2(a)(ii); Sch 2.2(a)(iii)

Item	Option 1	Option 2	Option 3	Qty	Unit Price	Discount	Subtotal
 Freda Coffee Table	1000D x 400H mm	Black Top with Black Frame		11	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)		
 Std Delivery to ACT	Includes assembly, installation and rubbish removal		1				

**Payment Terms**

Product Cost:

Discount:

Sub Total:

Tax (10%):

**Total (AUD):**
**Notes:**

%%Notes%%

**TERMS & CONDITIONS**

Quotation valid for 30 days from todays date.This quote is tax inclusive. Project 82 is a registered trading name of Project 82 Pty Ltd ABN: 701 467 798 93

Goods remain the property of Project 82 until paid for in full.

When goods are placed on order, we require a 70% deposit up front prior to order being placed with supplier. When goods are in stock and ready for dispatch 100% of invoice must be paid.

All orders are subject to freight charges which are added when goods are ready for dispatch.

**Project 82**  
 ABN: 701 467 798 93

 256 Oxford St  
 Paddington NSW 2021  
 Australia

 p 02 9357 2704  
 e sales@project82.com.au  
 w [project82.com.au](http://project82.com.au)

Please ensure adequate site access, including measuring lifts and stairwells. Project 82 do not accept responsibility for issues relating to access of the property for delivery. If you are unsure, we can arrange a site visit within Sydney Metro areas at a fee of \$150. For difficult access an additional fee may be charged.

# Quotation

**schiaavello**

Schiavello Systems (ACT) Pty Ltd  
6 Collie Street  
Fyshwick ACT 2609  
P +61 2 6124 0500

## Supply, Deliver & Install

---

1 Constitution - Ave Mezzanine Level - OTM Fixed Table in Black

18 January 2022

Quote No. Q942201A107

Original



# Schiavello

**Date:** 18 January 2022  
**Quote No:** Q942201A107 **Original**

**Attention:** [Redacted]  
[Redacted]  
**Construction Control Australia Pty Ltd**  
[Redacted]

**Re:** 1 Constitution - Ave Mezzanine Level - OTM Fixed Table in Black

It is with pleasure that Schiavello submits its proposal for the scope of works within your request.

Schiavello's experience, capability and knowledge of the workspace solutions industry is extensive, and we believe this provides us with the right level of expertise to deliver the solution being sought by Construction Control Australia Pty Ltd.

The pricing is based on the scope of works documented herein and is subject to alter should the scope vary.

Schiavello thanks you for the opportunity and looks forward to working with you on this proposal.

Should you require additional information please do not hesitate to contact us.

**Yours Faithfully**

[Redacted]  
Director - State Manager  
Schiavello Systems (ACT) Pty Ltd  
T. (02) 6124 0514  
M. [Redacted]  
E. [Redacted]

[Redacted]  
Client Relationship Manager  
Schiavello Systems (ACT) Pty Ltd  
T. (02) 6124 0502  
M. [Redacted]  
E. [Redacted]

**Client:** Construction Control Australia Pty Ltd  
**Project:** 1 Constitution - Ave Mezzanine Level - OTM Fixed Table in Black  
**Site:** 1 Constitution Avenue - Mezzanine Level  
**Scope of work:** Supply, Deliver & Install- Normal working Hours

**Quote No:** Q942201A107  
**Revision:** Original  
**Date:** 18 January 2022

ITEM CODE	DESCRIPTION	QTY	UNIT PRICE EX GST	TOTAL PRICE EX GST
Fixed Height OTM - 600mm /BLK	OTM Pedestal Table - Fixed Height, 600mm in Black	2		Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)

**OTM Pedestal Table**

**Specifications:**

Fixed height - 600H  
 482W x 370D - 6mm thin aluminium surface  
 Total weight: 8kgs but can carry 20kgs.  
 Product of Australia

**Materials:**

Steel & Aluminium

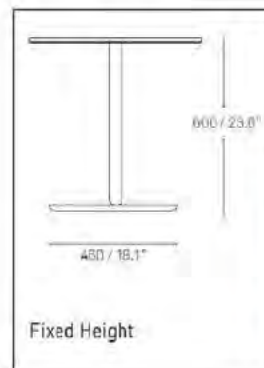
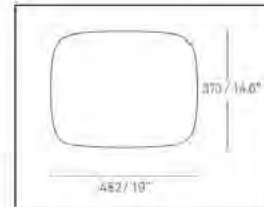
**Colour & Finish:**

Powder coated, Night Sky Black  
 \*Satin or Mannex (textured) finishes available

**Inclusions:** Supply & Installation

**Lead Time:** 6-8 weeks

**Warranty:** 5 Years



*\*Indicative Images Only*

Del	Local Delivery	1		Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
-----	----------------	---	--	-----------------------------------

**SUB-TOTAL:** \$  
**GST:** \$  
**TOTAL:** \$

Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)

**Client:** Construction Control Australia Pty Ltd  
**Project:** 1 Constitution - Ave Mezzanine Level - OTM Fixed Table in Black  
**Site:** 1 Constitution Avenue - Mezzanine Level  
**Scope of work:** Supply, Deliver & Install- Normal working Hours

**Quote No:** Q942201A107  
**Revision:** Original  
**Date:** 18 January 2022

ITEM CODE	DESCRIPTION	QTY	UNIT PRICE EX GST	TOTAL PRICE EX GST
-----------	-------------	-----	----------------------	-----------------------

Our offer has been based on the prevailing foreign exchange rate as at the date of this quotation and the Parties acknowledge that this exchange rate may fluctuate. Should this exchange rate fluctuate between the date of our quotation and placement of any Order, Schiavello reserves the right to adjust the quotation before it can be accepted by the Client to reflect the prevailing Exchange Rate. This quotation has been priced using the USD to AUD buy exchange rate \$0.74 as quoted on the Australian and New Zealand Banking Corporation website on the date the our quotation.

Note: All lead times are exclusive of Christmas shut down period (18/12/2020 to 29/01/2021)

#### SCHIAVELLO TERMS AND CONDITIONS

<https://www.schiavello.com/furniture/terms-and-conditions>

#### GENERAL EXCLUSIONS

1. Out of hours works - defined as any time outside Monday to Friday, 7:00am to 3:30pm.
2. Temporary works, modification works or fitout works.
3. Shifting and/or relocating of existing furniture.
4. Any site or special allowance (multi-storey, hoisting etc).
5. Prototyping.
5. Softwiring installation, testing & certification.
6. Installation of monitor screen onto monitor arms by others.
7. Storage charges.
8. Cutting on site.
9. Plastic or other protection to our furniture.
10. Site induction fees. Should there be any site inductions required prior to site installers attending site, Schiavello Sales staff need to be notified and advised if there are any additional charges.

## STANDARD NOTICE & DISCLAIMER

### Electric Height Adjustable Desks

The Schiavello Group of Companies is committed to promoting health and safety and providing safe and effective products to its clients.

#### INTELLIGENT SYSTEM PROTECTION

All electric height adjustable Krossi and Centric workstation systems manufactured and supplied by Schiavello as well as height adjustable legs manufactured by Dewart and supplied by Phoenix Meccano to Schiavello are fitted with LOGICDATA motor control units that feature cutting edge 'Intelligent System Protection' ('ISP').

ISP is a state of the art electronic protection system developed by LOGICDATA which aims to reduce the risk of or prevent (where possible):

As its primary function, damage to neighbouring or adjacent property; or

As a secondary function, crushing or pinching injuries to people (fingers etc);

That might result from the entrapment of other equipment or the pinching of body parts beneath the edge of a workstation that is being actively lowered or raised.

As a safety feature, once ISP is activated the desktop stops moving and then moves a defined distance in the opposite direction.

#### LD EXTERNAL SENSOR KIT

As an optional extra, electric height adjustable Krossi and Centric workstation systems manufactured and supplied by Schiavello as well as height adjustable legs manufactured by Dewart and supplied by Phoenix Meccano to Schiavello may also, at additional cost and upon written request from the client, be fitted with LOGICDATA external sensor kits ('ESK').

The ESK is an external strain gauge which can be added to electric height adjustable workstation systems to further reduces the risk of injury to property and persons (again in that order as with ISP above) by sensing any slight torsion between the desktop and the frame of the workstation system or height adjustable leg and which is adjustable to respond to any small interference which obstructs the movement of the desktop of the workstation system.

As a safety feature, once the ESK is activated the desktop stops moving and then moves a defined distance in the opposite direction.

#### LIMITATIONS OF THE ISP AND ESK

Despite the use of motor control units featuring ISP and ESK there is still a risk of pinching or entrapment of body parts or other equipment beneath the edge of a workstation that is being actively lowered or raised as the effective operation of the ISP and ESK systems and the cutting of the motor is conditional not only on the electronic control unit itself but also the interaction between the mechanical and electrical systems comprising the control unit.

To this end it is also noted that the mechanical components, motor and ambient conditions all affect the cut out sensitivity of the control unit.

For this reason neither Schiavello nor the manufacturer LOGICDATA can eliminate the risk of crushing or pinching and do not accept any liability arising from such an injury or damage occurring as a result of the operation of a workstation or desk fitted with an electronic control unit featuring ISP and / or ESK.

#### AUSTRALIAN STANDARDS CONCERNING MINIMUM SAFETY DISTANCES AND SAFETY GAPS TO PREVENT CRUSHING PARTS OF THE HUMAN BODY

Australian Standard AS 4024.1803 establishes minimum gaps to enable machinery designers to avoid hazards arising from crushing (but not impact, shearing or drawing in).

According to clause 4.1 of the Standard a crushing hazard is created or generated if either two movable parts are moving towards one another or one movable part is moving towards a fixed part.

In Schiavello's assessment the potential for this hazard to arise is clearly created when either two height adjustable desks are situated adjacent or in close proximity to one another (whether side by side or in some other configuration involving the necessary degree of physical proximity) or a single height adjustable desk is situated adjacent or in close proximity to another piece of furniture or hard surface (whether side by side or in some other configuration involving the necessary degree of physical proximity).

Table 1 of the Standard specifies minimum values for gaps to avoid crushing injuries to parts of the human body and these including most relevantly for electronically height adjustable workstations:

Part of the Body	Minimum Gap Required
Finger	25 mm
Fist, wrist, or hand	100 mm
Arm	120 mm

#### INSTALLATION OF HEIGHT ADJUSTABLE WORKSTATIONS IN CONTRAVENTION OF AUSTRALIAN STANDARDS CONCERNING MINIMUM SAFETY DISTANCES AND SAFETY GAPS TO PREVENT CRUSHING PARTS OF THE HUMAN BODY

Schiavello has detected an increasing trend on the part of end users and designers requiring multiple height adjustable workstations to be placed adjacent or in close proximity to one another (whether side by side or in some other configuration involving the necessary degree of physical proximity) or a single height adjustable desk to situated adjacent or in close proximity to another piece of furniture or hard surface (whether side by side or in some other configuration involving the necessary degree of physical proximity) at distances which do not meet the minimum values for gaps to avoid crushing injuries to parts of the human body specified by AS 4024.1803.

#### DISCLAIMER OF LIABILITY

If, despite the information contained in this disclaimer and its advice and recommendation that this not occur (which is given by Schiavello via this Notice and Disclaimer among other means), Schiavello is required by an end user or client to supply height adjustable workstations which must be or are intended to be used at distances which do not meet the minimum values for gaps to avoid crushing injuries to parts of the human body specified by AS 4024.1803 then Schiavello disclaims any and all liability arising from such an injury or damage occurring as a result of the operation of a workstation or desk fitted with an electronic control unit featuring ISP and / or ESK and may require the end user and /or client (as determined by Schiavello in its absolute discretion) to enter into a Deed of Release releasing Schiavello, and the suppliers and manufacturers of the control units from all liability arising in this regard.



# About Us.

The Schiavello story begins with Tony Schiavello; a furniture maker by trade who migrated to Australia from Italy in the 1950s, bringing with him a tenacity and can-do attitude that drove him to set up shop providing interior partitions and carpentry work to Melbourne businesses.

In 1966, Tony, with the support of his younger brother Joe, established Schiavello. Built on the mantra that 'anything is possible', the company has since expanded into a multi-discipline, global organisation that employs over 1,100 people, and operates from 10 showrooms, two manufacturing plants, and an award winning headquarters in Melbourne, Australia.

We are a company that remains true to the strong work ethic

and family values on which we were built. Quality and service excellence is ingrained in our people, and a vision to lead and innovate is at our core.

From humble beginnings, Schiavello has grown to become one of Australia's top 100 privately-owned companies, proving time and time again that 'anything is possible' some 50 years later.

**Thank you**

6 Collie Street  
Fyshwick ACT 2609  
P +61 2 6124 0500  
[schiavello.com](http://schiavello.com)

**schiavello**

# stylecraft

## DATE

1 November 2021





## QUOTATION






SQ096284




**CONTACT** [Redacted]  
**COMPANY** Bates Smart (Sydney)  
**PHONE** 02 8354 5100  
**EMAIL** [Redacted]

**SALES** [Redacted]  
**PHONE** [Redacted]  
**FAX** [Redacted]  
**EMAIL** [Redacted]

**PROJECT** Constitution Place: ACT Government

		QTY	UNIT PRICE EX GST
	<p><b>CH-102</b></p> <p>293679 Custom Lolli bar stool COM – 770 mm seat height – sled frame powdercoated.</p> <p><b>Frame Black Powdercoat</b>  <b>Fabric Kvadrat Melange Nap (R)</b></p> <p><b>Lead time 6-8 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>	10	[Redacted]
	<p><b>CH-105A</b></p> <p>240892 Pix 67 (L) round ottoman, ART. 3000, 670mm x 645mm x 430mm. Upholstered in COM fabric.</p> <p><b>Fabric Maharam Mode 009 Clavicle</b></p> <p><b>Lead time 8-10 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>	2	[Redacted]
	<p><b>CH-105B</b></p> <p>240892 Pix 67 (L) round ottoman, ART. 3000, 670mm x 645mm x 430mm. Upholstered in COM fabric.</p> <p><b>Fabric Kvadrat Melange Nap (R) 461</b></p> <p><b>Lead time 8-10 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>	2	[Redacted]
	<p><b>CH-105C</b></p> <p>240892 Pix 67 (L) round ottoman, ART. 3000, 670mm x 645mm x 430mm. Upholstered in COM fabric.</p> <p><b>Fabric Kvadrat Maharam Merit 015 Aegean</b></p> <p><b>Lead time 8-10 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>	4	[Redacted]

		UNIT PRICE EX GST
		QTY
 <p><b>CH-105D</b></p> <p>240892 Pix 67 (L) round ottoman, ART. 3000, 670mm x 645mm x 430mm. Upholstered in COM fabric.</p> <p><b>Fabric Kvadrat Maharam Nimble, 138cm width. 006 - Bronzewing</b></p> <p><b>Lead time 8-10 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>		2
 <p><b>CH-106 - Low Medium</b></p> <p>240896 Pix 87 (L) round ottoman, ART. 3001, 870mm x 845mm x 430mm. Upholstered in COM fabric.</p> <p><b>Fabric Kvadrat Maharam Merit 032 Brass</b></p> <p><b>Lead time 8-10 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>		2
<p><b>Custom Charge - Nanotex Coating for Pix Ottomans</b></p> <p>113246 Custom charge</p> <p><b>Lead time</b></p> <p><b>TOTAL EX GST</b></p>		1
 <p><b>CH-204A</b></p> <p>339985 George 5 way castor chair, 540mm x 430mm x 780mmH, 470mm seat height, with rounded plywood shell fully upholstered in COM fabric, with half line stitch detail, with height adjustment, on a 5 way castor base finished to standard Black or White powdercoat, on castors.</p> <p><b>Frame Black Powdercoat</b></p> <p><b>Fabric Kvadrat Melange Nap (R) 461</b></p> <p><b>Lead time 6-8 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>		36
 <p><b>TB-221</b></p> <p>410832 Giro Custom Table, 1200mm dia x 25mm thick top finished in Laminex Classic Oak (Nuance finish) E0 Vertiboard (253618) with 2mm matching ABS square edge. On a Giro 600/300mm dia conical base, finished to Laminex Absolute Matt Black HPL finish. Overall height 720mmH.</p> <p><b>Lead time 6-8 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>		6
 <p><b>TB-252</b></p> <p>409543 Giro Custom Table, 3500mm x 1000mm x 25mm thick Pill shape top finished in Laminex Classic Oak (Nuance finish) E0 Vertiboard (253618) with 2mm matching ABS square edge (Two piece top, tite joined, grain along 3500mm side). On 2x Giro 600/300mm dia conical base, finished to Laminex Absolute Matte Black HPL, with Black powdercoat understructure. Overall height 720mmH.</p> <p><b>Lead time 6-8 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>		1

		UNIT PRICE EX
		GST
		QTY
		Sch 2.2(a)(i) - Sch 2.2(a)(iii)
 <small>(Illustrative only)</small>	<p><b>TB-402</b></p> <p>409838 Giro Custom Table, 3500mm x 1300mm x 25mm thick Elliptical top finished in Laminex Black (Nuance finish) E0 Vertiboard (253618) with 2mm matching ABS square edge (Two piece top, tite joined, grain along 3500mm side). On 2x Giro 600/300mm dia conical base, finished to Laminex Absolute Matte Black HPL, with Black powdercoat understructure. Overall height 1050mmH.</p> <p><b>Lead time 6-8 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>	1
	<p><b>TB-402 Power</b></p> <p>418474 Custom 2x "Executive Powerbox" Package, EACH undercarriage includes 6 x GPO outlets, &amp; 1x HDMI. "Executive Powerbox" cut out with hinged lid made from woodgrain top. Compete with 1 x 1 metre Black interconnecting lead, White cable clips, 1 x 1.5 metre Black 3 pin starter cable, &amp; 1 x Black Axess umbilical, 1090mm long with floor base.</p> <p><b>Lead time 6-8 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>	2
 <small>(Illustrative only)</small>	<p><b>TB-250</b></p> <p>410833 Giro Custom Table, 2800mm x 1100mm x 25mm thick Elliptical top finished in Laminex Classic Oak (Nuance finish) E0 Vertiboard (253618) with 2mm matching ABS square edge (Two piece top, tite joined, grain along 2800mm side). On 2x Giro 600/300mm dia conical bases, finished to Laminex Classic Oak Nuance finish HPL, with Black powdercoat understructure. Overall height 720mmH.</p> <p><b>Lead time 6-8 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>	1
	<p><b>TB-250 Power</b></p> <p>414511 Custom "Executive Powerbox" Package, undercarriage includes 6 x GPO outlets, &amp; 2 x USB-A charge. "Executive Powerbox" cut out with hinged lid made from woodgrain top. Compete with 1 x 1.5 metre Black 3 pin starter cable, &amp; 1 x Black Axess umbilical, 770mm long with floor base.</p> <p><b>Lead time 6-8 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>	1
 <small>(Illustrative only)</small>	<p><b>TB-251</b></p> <p>410834 Giro Custom Table, 3500mm x 1000mm x 25mm thick top in George Feathers Lignapal GollyGum, E0 MDF, with 2mm timber square edge stained to match; inc R200mm corners (Two piece top, tite joined, grain along 3500mm side - will not match at joint). On 2x Giro 600/300mm dia conical base, finished to George Feathers Lignapal GollyGum, with Black powdercoat understructure. Overall height 720mmH.</p> <p><b>Lead time 6-8 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>	1
	<p><b>TB-251 Power</b></p> <p>414513 Custom 2x "Executive Powerbox" Package, EACH undercarriage includes 6 x GPO outlets, &amp; 2 x USB-A charge. "Executive Powerbox" cut out with hinged lid made from woodgrain top. Compete with 1 x 2 metre Black interconnecting lead, White cable clips, 1 x 1 x 1.5 metre Black 3 pin starter cable, &amp; 1 x Black Axess umbilical, 770mm long with floor base.</p> <p><b>Lead time 6-8 WEEKS</b></p> <p><b>TOTAL EX GST</b></p>	1
<p><b>Order Total Ex. GST</b></p> <p><b>GST Total</b></p> <p><b>Order Total Inc. GST</b></p>		

## Terms and Conditions - Summary

1. Quotes remain valid for 30 days unless otherwise indicated.
2. Lead time is calculated from the time that Stylecraft is in receipt of
  - \* a written purchase order.
  - \* confirmation of all details, finishes and colours.
  - \* approved shop drawings (if required).
3. Orders may be placed on hold if deposit payments are not received and cleared within 7 days of order placements.
4. Delivery and installation:
  - \* Unless otherwise stated prices include single delivery and installation within normal working hours
  - \* Installation excludes electrical work and floor fixing
  - \* Monday to Friday between the hours of 7am to 3pm
  - \* All orders within Metropolitan Areas will incur a \$ 125 + GST delivery fee.
  - \* Partial shipments will incur a \$ 125 + GST fee per delivery
  - \* All orders outside Metropolitan Areas will be quoted separately
5. Payment terms:
  - \* 50% Deposit / Balance 7 Days Net

Please note all images displayed are indicative only. Please see our full terms and conditions for more details.

Company Name for Invoicing: \_\_\_\_\_

ABN: \_\_\_\_\_

Invoice Address:

Street Number (Or PO Box): \_\_\_\_\_

Street Name: \_\_\_\_\_

Suburb or Town: \_\_\_\_\_

Post Code/State: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name on Invoice: \_\_\_\_\_

Delivery Address:

(Including level or unit number as applicable)

Deliver to (Company Name): \_\_\_\_\_

Street Number: \_\_\_\_\_

Street Name: \_\_\_\_\_

Suburb or Town: \_\_\_\_\_

Post Code/State: \_\_\_\_\_

(For multiple addresses please see attached details)

Contact Name: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Contact E-Mail: \_\_\_\_\_

To proceed with Order please sign here

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

SQ096284

## TERMS OF SALE - STYLECRAFT AUSTRALIA

## 1. APPLICATION OF TERMS OF SALE

The Seller and the Buyer agree that all supply of Goods made by the Seller to the Buyer will be made upon the condition that the following terms of sale apply to the exclusion of all other conditions and warranties in respect of all contracts of sale made between the Seller and the Buyer.

## 2. DEFINITIONS AND INTERPRETATION

(1) In these Terms:

- (a) Buyer means the person identified in clause 1 as the Buyer;
- (b) Goods means goods supplied by the Seller, the subject of a purchase order placed by the Buyer with the Seller and accepted by the Seller, in accordance with the Terms;
- (c) Insolvent includes bankrupt, insolvent, in receivership, in receivership and management, in liquidation, in provisional liquidation, under official management or any other form of administration, wound up, dissolved, subject to any arrangement, assignment or composition, protected from creditors under any statute, or in receipt of the benefit of any adjustment under statute of liabilities or of their enforcement and Insolvency has a corresponding meaning;
- (d) List Price means the most current quoted or listed price of a product or item set out in the Seller's pricing;
- (e) Sales Order means the order confirmation issued by the Seller to the Buyer that is subject to these Terms;
- (f) Seller means Stylecraft Australia Pty Ltd A.C.N. 105 434 026

trading as Stylecraft Australia;

- (g) Tax Invoice means the final request for payment issued by the Seller to the Buyer that is subject to these terms;
- (h) Terms means these printed Terms.

(2) Unless the context otherwise requires:

- (a) References to a party to this deed includes the executors, administrators, successors and permitted assigns of that party;
- (b) References to any statute, ordinance or other law includes all regulations and other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof;
- (c) Words importing the singular include the plural and vice versa, words importing a gender include other genders and references to a person must be construed as reference to an individual, firm, body corporate, association (whether incorporated or not), government and governmental, semi-governmental and local authority or agency;
- (d) Where any word or phrase is given a defined meaning in this deed, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
- (e) Headings included in this deed are for convenience only and must be disregarded in the construction of these Terms.

## 3. ACCEPTANCE OF ORDER

No binding contract is effected by the Buyer's acceptance of a quotation or offer made by Seller until the Seller confirms such contract by invoice or in writing. Any conditions attaching to an order contained in any written or printed document of the Buyer will not apply unless the Seller accepts them in writing. The Seller reserves the right to accept or decline to fulfill any order in whole or in part at any time notwithstanding that the Seller has already accepted the order.

## 4. PRICES

- (1) All List Prices are subject to variation without notice.
- (2) Subject to clause 3, the Seller accepts all orders on the condition that the Seller will invoice the Goods supplied at the List Price.

## 5. PAYMENT

- (1) The Buyer must pay for the Goods supplied within the times specified on the Sales Order and the Tax Invoice (the "Due Date").
- (2) The Buyer must pay the invoice by cash, credit card, cheque or bank transfer. Some credit cards will attract a surcharge.
- (3) The Buyer must pay for the Goods supplied without deduction of any monies due or allegedly due by the Seller to the Buyer, unless such deduction is made with the Seller's prior written consent.

## 6. DEFAULT

If the Buyer fails to pay for any invoice on or before Due Date, the Seller may:

- (1) Require payment by cash upon supply of any further order;
- (2) Require the Buyer to pay interest at the rate of two per centum (2%) per month, or such other rate as may be determined by the Seller from time to time, calculated on daily rests on any monies due but unpaid, such interest to be computed from the Due Date.

The Buyer and the Seller agree that such interest and all such charges will be payable on demand;

- (3) Claim from the Buyer for all costs relating to any action taken by the Seller to recover monies or goods due from the Buyer including any legal costs and disbursements on a solicitor/client basis and such costs will be part of the indebtedness of the Buyer to the Seller; and
- (4) Cease any further supply of Goods ordered to the Buyer and to terminate any orders accepted by the Seller that have not been performed.

## 7. DELIVERY AND DELAYS IN DELIVERY

- (1) Delivery shall be deemed to be made when the Goods are delivered to the place specified in the Sales Order.
- (2) Upon acceptance of a Sales Order the Seller may confirm the period of shipment or delivery and must notify the Buyer of any variation from the quoted period. Unless the Buyer objects in writing within seven (7) days of such notification to the Buyer the period of shipment or delivery notified to the Buyer will be the contractual period for shipment or delivery. Time shall not be considered to be of the essence of the contract. A quoted period for delivery will only commence on the date the Buyer approves the Seller's design and finishes schedules as well as the Buyer complying with the Terms of Payment set out in clause 5. The Seller may extend the quoted period if the Buyer requests any variation to the design and finishes schedules after that date.
- (3) The Seller is not liable for any failure to provide or delay in supply of any Goods. Without limiting the generality of the foregoing, the Seller does not accept responsibility for delays arising from strikes, accidents or other contingencies beyond the control of the Seller.

- (4) Quotes of deliveries are given with best intentions but are not guaranteed. The Seller will not be liable for damages of a consequential nature or other common law damages should delivery be delayed.

## 8. PART DELIVERY

The Seller reserves the right to make a part delivery of any

Sales Order when necessary. Each part delivery may be invoiced separately, at the Seller's discretion.

## 9. SUBSTITUTE GOODS

The Seller reserves the right to supply alternative or substitute Goods when necessary, unless the contrary is agreed to in writing.

The Buyer must make claims for loss or damage in writing within forty eight (48) hours from the time of delivery of the Goods by the Seller to the Buyer.

## 11. DEFERMENT OR CANCELLATION OF ORDERS

- (1) The Buyer cannot defer to cancel an order unless the deferment and cancellation occurs within five (5) days from the date of the order and such action is authorized in writing by a director of the Seller.
- (2) If the Seller authorizes the deferment or cancellation of an order, the Seller may charge a cancellation fee to the Buyer or the greater of:
  - (a) An amount up to 50% of the value of the Goods ordered; or
  - (b) That proportion of the value of the Goods ordered as specified at the time the Seller accepts the cancellation.
- (3) If the Buyer does not adhere to these Terms, the Seller may terminate any contract arising upon the Seller accepting an order placed by the Buyer, without compensation to the Buyer.

## 12. BUYER'S REPRESENTATIVE

- (1) Any request made by or on behalf of the Buyer or by any employee of any officer of the Buyer to change the name or designation of the account of the Buyer with the Seller or to alter the method of operation of such account will not affect or discharge the liability of the Buyer to the Seller.

- (2) The Buyer acknowledges that any act done or omitted to be done by any employee, shareholder, director or other officer of the Buyer will, so far as the Seller is concerned, at the option of the Seller, be binding upon the Buyer. Without limiting the generality of the foregoing, each employee, shareholder, director and other officer of the Buyer is deemed to have authority to place orders for the supply of Goods by the Buyer from the Seller.

## 13. PERSONAL PROPERTY SECURITIES ACT 2009(CTH)

- (1) Notwithstanding any other term, the Goods and any other products delivered by the Seller to the Buyer shall remain the sole and absolute property of the Seller as legal and equitable owner, until the date the first of the following occurs:
  - (a) There are no longer any amounts owing to the Seller for those Goods;
  - (b) The Seller registers a Financing Statement (as that term is defined in the PPS Act) in respect of those Goods; and
  - (c) The Buyer sells or transforms those Goods in accordance with clause 13 (3).
- (2) Until and unless the Buyer has paid the Seller in full for the Goods, the Buyer must:
  - (a) Store those Goods on its premises separately from any other goods that may be in the possession of the Buyer and in a manner which makes them readily identifiable as the Seller's Goods;
  - (b) Hold those Goods as the Seller's bailee;
  - (c) Return those Goods to the Seller on demand; and
  - (d) Immediately pay to the Seller the proceeds of any sale of those Goods or hold any proceeds of any sale

Continued...

## TERMS OF SALE - STYLECRAFT AUSTRALIA

Goods on trust for the Seller in a separate account.

(3) The Buyer agrees that the Buyer shall only sell Goods in respect of which the Buyer has not made full payment to the Seller on the conditions that any such sale is conducted at arm's length and is for the full market value of those Goods and the Seller has not demanded the return of those Goods.

(4) The Buyer grants to the Seller a Purchase Money Security Interest (as that term is defined in the PPS Act) in all Goods as security for all amounts owing and unpaid by the Buyer to the Seller in respect of those Goods.

(5) The Buyer must not grant any Security Interest (as that term is defined in the PPS Act) or any further Purchase Money Security Interest (as that term is defined in the PPS Act) in the Goods other than the Purchase Money Security Interest referred to in clause 13(4) of these Terms without:

(a) Providing fourteen (14) days prior notice in writing to the Seller; and

(b) Obtaining the prior written consent of the Seller.

Failure to comply with this term will constitute a breach entitling the Seller to terminate the obligations of the Seller under these Terms.

(6) The Seller may apply to register a Financing Statement, or a Financing Change Statement (as those terms are defined in the PPS Act), from time to time, in relation to a Purchase Money Security Interest, without notice to the Buyer. The Buyer must promptly sign any further documents and/or provide any further information requested by the Seller to complete and register a Financing Statement or a Financing Change Statement. The Buyer agrees to indemnify and, upon demand, reimburse the Seller for all costs incurred in searching, registering and/or discharging a financing statement or other document with the PPS Register and any reasonable fees incurred by the Seller in enforcing the Purchase Money Security Interest referred to in clause 13(4) of these Terms.

(7) Until all amounts owing to the Seller for Goods have been received from the Buyer by the Seller, the Buyer grants an exclusive, irrevocable licence to the Seller to enter any premises where Goods for which payment in full has not been received by the Seller are kept to take possession of those Goods and to use all reasonable force in doing so without any liability for any resulting damage.

(8) The Buyer acknowledges and agrees that the Seller may exercise any and all remedies afforded to a Secured Party (as that term is defined in the PPS Act) including, but not limited to, entry into any building or premises owned, occupied, or used by the Buyer, to search for and seize, dispose of or retain those Goods in respect of which the Buyer has granted to the Seller a Purchase Money Security Interest.

(9) The Buyer and the Seller agree, pursuant to Section 115 of the PPS Act, to contract out of the following provisions of the PPS Act in respect of all Goods:

(a) Sections 95, 121(4), 123(2), 130 and 135 of the PPS Act (to the extent that the Seller is required to give notice to the Buyer); and

(b) Sections 96, 125, 129(2) 132(3)(d), 132(4), 142 and 143 of the PPS Act.

(10) To the extent permitted under the PPS Act, the Buyer expressly waives its right to receive from the Seller a copy of any Financing Statement, Financing Change Statement or Verification Statement (as that term is defined in the

PPS Act) that is registered, issued or received at any time in relation to any Goods.

(11) The Buyer warrants that it is not at the time of entering into this Contract insolvent and knows of no circumstances which would entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets.

(12) These provisions relating to title shall apply notwithstanding any agreement or arrangement, whether part of this Contract or otherwise, pursuant to which the Seller may give credit to the Buyer.

## 14. RISK

Loss or damage suffered by the Buyer after the supply of the Goods by the Seller, does not discharge the Buyer from the obligation to pay for the Goods unless the loss or damage is due to the default or negligence of the Seller.

## 15. LIMIT OF LIABILITY

(1) The Seller gives no warranty in relation to the supply of the Goods.

(2) The Buyer acknowledges that the Buyer has not relied upon any representation or warranty made by or on behalf of the Seller in relation to the supply of the Goods ordered.

(3) The Competition and Consumer Act 2010 and certain State and Territory legislation may imply certain conditions and warranties into this contract for the benefit of the Buyer. To the extent permitted by law:

(a) Such conditions and warranties are expressly excluded; and

(b) The Seller's liability if any arising from the breach of such conditions and warranties is limited to the re-supply of the Goods.

(4) The Seller does not undertake any liability for any loss or damage to persons or property of any nature or due to any cause or for any amount as a result, direct or indirect, of any defect, deficiency or discrepancy in the Goods supplied by the Seller. Subject to the warranties supplied by the statute which cannot be negated, it is the Buyer's responsibility to ensure that any Goods ordered are sufficient and suitable for the Buyer's purpose.

## 16. WARRANTIES

(1) The warranty period commences when:

(a) All goods have been delivered;

(b) Any installation work required by the Seller has met practical completion;

(c) Where required by the Quotation the installation has been signed off by the Buyer's representative.

(2) The Seller warrants its Goods to be free from defects in material and workmanship, regardless of the number of shifts during which the Goods are used, provided the Goods are installed and maintained according to the Seller's published instructions, by authorized and accredited personnel of the Seller, for the period the manufacturer sets for each Good ("Warranty Period").

(3) The Seller will during the Warranty Period, free of charge, repair or replace with comparable Goods (at the Seller's option) any product, part or component which fails under normal use as a result of such defect in material or workmanship. This warranty extends only to the original purchasers who acquire new Goods from the Seller or other authorized resellers. The terms of this warranty set forth:

(a) All of the warranties given with respect to the Goods and authorized resellers;

(b) All of the warranties with respect to the products and the

Seller disclaims any other warranty; and

(c) All remedies available with respect to defective Goods.

(4) This warranty does not apply to normal wear and tear. Natural variations occurring in wood, marble and leather are not considered defects, the Seller does not warrant the colourfastness or matching of colours, grains or textures of these natural materials or textiles. The Seller will not be liable for any variations occurring in any material, caused by any environmental factor. All products supplied are for indoor use only, unless otherwise stated in writing by the Seller.

(5) To the extent allowed by law, any implied warranties including any warranty of merchantability or fitness for a particular purpose are limited in duration of these written warranties.

The Seller shall not be liable for loss of time, inconvenience, commercial loss, incidental or consequential damages.

(6) Service problems should be referred and/or returned to the Customer Service Coordinator for the Buyer's region.

(7) The Buyer may be required to supply a proof of purchase. This is at the Seller's discretion.

## 17. INDEMNITY

The Buyer must indemnify and keep indemnified the Seller in respect of all costs, charges, interest and expenses (including legal costs as between legal and own client) incurred by the Seller in enforcing or attempting to enforce all or any of the rights, powers or remedies of the Seller arising pursuant to these Terms or otherwise arising in connection with the collection or any attempt to collect any money or in the future due or owing by the Buyer to the Seller.

## 18. PRODUCT STEWARDSHIP

(1) The Seller will accept furniture for recycling provided the following conditions are met:

(a) The Buyer confirms in advance with the Seller the return of the Goods to the Seller;

(b) The Buyer provides proof of purchase if there is no identifiable branding on the Goods;

(c) The Buyer bears the cost for the return of the Goods;

(d) The Goods are not contaminated in any way, included but not limited to, the application of protective coatings, adhesives, paint or any other coatings.

(2) If any of the conditions in clause 18(1) are not met, the Goods may be returned to the Buyer at the Buyer's expense.

(3) The Seller will offer replacement parts that are subject to the warranties under clause 16 of these Terms, and if required, these replacement parts will be subject to a further warranty.

(4) If the Goods have been refabricated or altered in any other way, it will be deemed to be recycled and will not be accepted back by the Seller for additional recycling.

(5) If the Buyer breaches any condition under clause 18, the Seller reserves the right to exclude the Buyer from participating further in the Product Stewardship program.

## 19. GOVERNING LAW

This Contract is governed by New South Wales law and each party submits to the non exclusive jurisdiction of the courts in that State.

**Quote Number: 329302**

ZENITH INTERIORS PTY LTD ABN 52 007 403 750

Monday 28 February 2022

Unit 4 12 Quilpie Crescent  
Fyshwick ACT 2609 AUSTRALIA  
Tel +61 2 6199 0900 Fax +61 2 6199 0999

CONSTRUCTION CONTROL  
Unit 124, Level 1  
24 Lonsdale Street  
Braddon  
ACT 2612

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Re: Quotation for Project ACT Gov CP Mezzanine tub chairs**

Dear Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

We thank you for selecting Zenith to submit a quotation and we welcome the opportunity to work with you on this project.

At Zenith we are committed to providing quality product with professional and personalized customer service. It is with pleasure that we submit the following quotation to supply, deliver and install our product in accordance with your specification as per the documents provided.

Due to global supply chain issues, lead times must be reconfirmed upon placement of order.

Zenith's core business is about designing, manufacturing, distributing and supplying the very best in furniture solutions. Building on our heritage, which dates back to 1956, Zenith has grown to be a leader in the Asia Pacific region. We have 13 showrooms and 4 manufacturing facilities in Australia, New Zealand and Asia plus a network of local and international brands and designers.

On your acceptance of the quotation, kindly signify your order placement by returning the attached completed form with a signature of approval. This may be accompanied by an official purchase order where preferred. On receipt of the required information, we will process your order as specified.

We look forward to discussing our submission with you and are available to provide any further assistance at your convenience.

Kind regards,

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

## Scope of Works

Item Code	Client Ref.	Hyperlink	QTY	Unit Price Excl. GST	Price Excl. GST
SQ602086	CH-223		27	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
<b>Aquila armchair</b> <i>Armchair with Premium Grade Moulded Foam and European made components. Wraparound Shell with strong steelliner structure upholstered in two tone fabric. Seat and back pads in Maharam Merit, Farro, and Shell in Kvadrat, Divina Melange Nap, 0461. 4 leg, Oak Timber stained legs to match George Fethers 'Gully Gum' timber veneer. Overall Dimensions: 865H x 635W x 660D mm.</i> <i>Delivery to site and installed</i> <i>8 -10 week lead time*, 10 year warranty**</i>				<p>Image indicative only</p> 	

**Due to global supply chain issues, lead times must be reconfirmed upon placement of order.**

\*Lead Time: Nominated lead times are from receipt of order with all finishes and details provided. We will check and advise stock and finishes available on receipt of order.  
 \*\*Warranty: Subject to manufacturer's guidelines & exclusions.  
 Please see attached acceptance of quotation.

Total Excl GST	_____	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
GST	_____	
<b>TOTAL AUD</b>	_____	

## Acceptance of Quotation

Quote # 329302

Project: ACT Gov CP Mezzanine – tub chairs

ZENITH INTERIORS PTY LTD ABN 52 007 403 750

Unit 4 12 Quilpie Crescent

Fyshwick ACT 2609 AUSTRALIA

Tel +61 2 6199 0900 Fax +61 2 6199 0999

On approval of our quotation, the customer hereby accepts and agrees to be bound by our terms & conditions.

The quotation is valid for 30 days from the date specified throughout the estimate. After 30 days we reserve the right to revise pricing as required to align with any labour charge increases and / or material price increases received from our suppliers.

On receipt of the signed quotation and where applicable the official purchase order, we will process your order as specified.

## CONSTRUCTION CONTROL

Company Name	Project Address	Customer Reference
30 Days From Invoice Date		
Payment Terms		AUD [REDACTED]
Project / Billing Contact	Project / Billing Contact email	Quote Value (incl GST)
Site Contact / Phone	Site Contact email	Requested Delivery Date
Name of Person Accepting Quotation	Authorized Signature	Date

## POINTS OF CLARIFICATION

### Quantity

We reserve the right to change our tender price and / or unit rates should the quantities vary from those originally tendered.

### Product Images

Any product images included in this document are provided to show type and standard only. These are to be viewed as a guide only as they may not reflect the exact specification.

### Materials

It is presumed all materials selected in the finishes schedule are readily available. If Zenith is selected as the successful tenderer, the availability of models, components, and materials in accordance with the required design specifications will be confirmed at time of order placement. On any change in price or availability, the purchaser will be notified of the change and effect. Where matching a finish or colour sample, a commercially acceptable tolerance of up to 5% will be provided.

### Hardware

Our price is based on using Zenith standard hardware.

### Services

No allowance has been made for services to workstations/offices unless specifically stated in quote. Starter sockets to be installed and tested by others. All other data / voice and hardwiring including materials and labour by others.

### Timber Veneer

Timber veneer is a natural product and as such will vary in both colour and grain configuration. Examples of the variation can be provided on request.

### Fabric and Leather

All pattern fabrics can have 20mm + or - variation through the pattern. Zenith accepts no responsibility for the specification of unsuitable fabric or leather where Customers own fabric or leather has been specified. Fabric and leather finishes are not recommended for exposure to direct sunlight or heat.

### Exclusion

We have made no allowance for Version AS1170.4 as referenced in BCA 2012 including amendment 2 for the earthquake hazard reduction, compliance & certification to meet the NCC 2019.

### Builders Conditions

Our tender is based on information and drawings received directly from the designer or architect and do not include any special allowances that may be required by the nominated builder. The selected builder should be fully informed of clarifications set out by Zenith in this tender. No responsibility or additional costs will be accepted by Zenith for any allowances arising from site conditions, circumstances and / or special conditions as requested or instructed by the nominated builder after the contract is awarded.

### Site Conditions

A clear working area is to be provided for all work with the relocation or protection of existing furniture, fittings and personal items by others. Any existing workstations must be cleared prior to start of works.

### Site Allowance

We have not allowed for site allowance.

### Floor Protection

All floor protection is to be provided by others. All floor protection is to be removed prior to installation of workstations and storage. Should Zenith be requested to remove or cut plastic floor protection covering in anyway, additional labour charges will apply. No responsibility will be accepted for any damage to floor covering caused.

### Delivery and Installation

Our quotation is based on clear and uninterrupted access via goods lift to all upper floors. Efficient, clear space to be provided for goods being loaded on each level. All delivery and installation is allowed for during our normal working hours being Monday to Friday 7.00am to 3.30pm. Delivery or installation outside of these hours will incur additional cost.

### Hoisting

No allowance has been made for cost relating to forklifts, scaffolds, hoists and the like. We presume we have full access to goods lifts within the site building.

### Protection of Workstations

Due to other trades requiring access to our workstations, no allowance has been made for the protection of workstations. If protection is required during or after installation, additional costs will apply. Zenith accepts no responsibility for damages caused by other trades or from the site condition.

### Cleaning

No allowance has been made for commercial cleaning of our workstations.

### Make Good

No allowance has been included for make good of building including walls, floors and ceiling etc.

### Permits

All permits for any works undertaken by Zenith are to be provided by others.

### Terms of Trade

This quotation is subject to Zenith Interior's Standard Terms and Conditions of trade. Refer <http://zenithinteriors.applyeasy.com.au/credit>

zenithinteriors.com

# Variation Advice

Construction Control Australia Pty Ltd  
 Unit 124, Level 1  
 24 Lonsdale Street  
 Braddon ACT 2612  
 T (02) 6247 4775 F (02) 6248 9094



TO: Constitution Place Pty Ltd  
 ATT: Zarko Danilov

DATE: 19-Apr-22

PROJECT: Constitution Place - ACT GOV Mezz Fitout

TRADE / SERVICE: Furniture

JOB NO: 2129

VARIATION NO: 2 REV 3

VARIATION CATEGORY: Trades

**DETAILS OF VARIATION TO SCOPE OF WORKS:**

**Supply and install furniture as per the approved furniture schedule**

\$

PURSUANT TO CI 18 of the PCMA, the PCM advises of the following variation and cost thereto:

Pursuant to Clause 11 of the Agreement For Lease (AFL) between The Australian Capital Territory (Lessee) and Constitution Place Pty Limited (Lessor), the Lessee may vary the Works.

Supply and install furniture as per approved furniture schedule and comments on quotation.

\$

Provisional sum allowance at tender

-\$

**VALUATION OF VARIATION:**

	TOTAL	\$
PLUS 0.0%	Contingency	\$
		\$
PLUS 6.0%	Preliminaries & Supervision	\$
	Subtotal	\$
PLUS 3.0%	Builders Margin	\$
	TOTAL VARIATION (Excluding Goods and Services Tax)	\$
	PLUS Goods and Services Tax (GST)	\$
	TOTAL VARIATION (Including Goods and Services Tax)	\$

*In the calculation of Preliminaries / Supervision and Margin, Construction Control have applied the applicable rates and methodology. Note that no contingency has been applied in this variation.*

The above works and costs are submitted for your approval.

SIGNED FOR CONSTRUCTION CONTROL:

Sch 2.2(a)(i); Sch 2.2(a)(ii)

**AUTHORISATION by Constitution Place Pty Ltd**

- Proceed with variation work
- Do not proceed with the works
- Variation valuation approved
- Resubmit variation price

Signed:

Sch 2.2(a)(ii)

On behalf of:

GAP, CMTEDD

Date:

21/04/2022

PRD:CP

Friday, April 13, 2018

**Shaun Strachan**  
Deputy Under Treasurer  
Commercial Services and Infrastructure, ACT Government  
Level 5, Canberra Nara Centre,  
1 Constitution Avenue  
CANBERRA ACT 2601

**Constitution Place - ACT Government Office Building – Fit Out Cost Estimate Re-Submission**

Dear Shaun,

In accordance with Clause 10.12 and 10.13 of the Agreement for Lease please find attached the revised ACT Government Fit Out Cost Estimate and supporting documentation for your approval.

The Fit Out Cost Estimate stands at \$36.844M. The rate/m<sup>2</sup> for Trade is Sch 2.2(a)(ii), Sch 2.2(a) and for the Project is Sch 2.2(a)(ii), Sch 2.2(a).

The revised estimate and supporting documentation is consistent with the design approval of 28 August 2017 whilst incorporating additional scope items, requested design changes, comments made upon the last submission, the revised SSIT Brief v1.5 and budget transfers, and general revision of architectural finishes.

The approved Fit Out Cost Estimate and supporting design documentation will become the Fit Out Works and Fit Out Costs for the purposes of the Agreement for Lease for delivery by the Lessor.

Note that any substantial changes to the Fit Out design that effect either Base Building or Fit Out integration from the date of this submission will result in the Fitout Cost Estimate increasing significantly and the project losing the benefits of integration.

Please review and respond in accordance with 10.14 of the Agreement for Lease.

Please do not hesitate to contact me on (02) 6275 2208 should you have any questions in relation to this matter.

Yours sincerely

Sch 2.2(a)(ii)

Sch 2.2 (a)(ii), Sch 2.2 (a)(ii)

Project Manager

**ACT GOVERNMENT FITOUT - CONSTITUTION PLACE - COST PLAN - REV 4.5 - 12 April 2018**

Description	Unit	Qty	Rate	Value
<b>MW - METALWORK</b>				
Bike Rack- FX 303	no	38.000		Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Bike Rack- FX 302	no	27.000		
Bike Rack- FX 301 (7-10)	no	1.000		
Bike Rack- FX 301 (5-7)	no	62.000		
Bike Rack- FX 301 (3-5)	no	8.000		
Bike Rack - Delivery and Install	no	136.000		
<b>Total</b>				

<b>DW - DRYWALLS &amp; CEILINGS</b>				
Acoustic Baffle - 2x19MDF	m2	3852.000		Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Acoustic Clg Treat - Hubs	item	1.000		
Bulkhead PB - 150	m	15.000		
Bulkhead PB - 150 COP	m	5.000		
Bulkhead PB - 350	m	346.000		
Bulkhead/Fascia - 200	m	1281.000		
Bulkhead/Fascia - 200 COP	m	148.000		
Door - D01	no	11.000		
Door - D02	no	172.000		
Door - D04 - (1.5 Leaf) FD	no	10.000		
Door - D11	no	9.000		
Door - D12	no	3.000		
Feature Timber Ceiling	m2	454.000		
Floor Baffle - Op Wall	m	22.000		
Glazed Infill Strip IL302	m	540.000		
Integrate AV in Glass Ptn	item	1.000		
Insulated Floor Baffle	m	1521.000		
Plasterboard Ceiling	m2	674.000		
Plasterboard Ceiling MR	m2	25.000		
Plasterboard Perf Clg	m2	2519.000		
Ptn WT-101 - 2660	m	98.000		
Ptn WT-101 - 2660 - COP	m	20.000		
Ptn WT-101 - 2860	m	13.000		
Ptn WT-101 - 3160	m	22.000		
Ptn WT-101 - 3160 - COP	m	4.000		
Ptn WT-103 - 2720	m	40.000		
Ptn WT-103 - 2720 COP	m	111.000		
Ptn WT-103 - 2960	m	18.000		
Ptn WT-104 - 2720	m	555.000		
Ptn WT-104 - 2720 - COP	m	29.000		
Ptn WT-104 - 2960	m	6.000		
Ptn WT-105 - 3060	m	86.000		
Ptn WT-105 - 3060 - COP	m	4.000		
Ptn WT-105 - 3250	m	95.000		
Ptn WT-105 - 3250 - COP	m	4.000		
Ptn WT-106 - Glazed- 2630	m	762.000		
Ptn WT-107 - Glazed- 2630	m	62.000		
Ptn WT-108 - 3060	m	40.000		
Ptn WT-109 - 3600	m	125.000		
Ptn WT-109 - 3600 COP	m	10.000		
Ptn WT-110 - COP Sec Room	m2	5.000		
Ptn WT-110 - Sec Room	m2	42.000		
Ptn WT-202- 140 Block Wall	m2	26.100		
Timber Wall Panels - Fins	m2	328.000		
Timber Wall Panels IL301/2	m2	478.000		
<b>Total</b>				

OW - OPERABLE WALLS			
Operable Wall - 7.25x3.1H	no	2.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Operable Wall - 7.5x2.6H	no	1.000	
Header Beam Provisions	m	24.000	
Power Provisions	item	1.000	

JO - JOINERY			
Exec Credenza 6000	no	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Exec Utility Bench/Cbd 3m	no	1.000	
Exec Hos Ens Vanity/Fitments	no	1.000	
JN-101 Reception Bench	no	1.000	
JN-101 Reception Desk	no	1.000	
JN-102A Table 6000	no	1.000	
JN-102A Table 9400	no	1.000	
JN-102D - Rod Screen	m	0.000	
JN-103 Bench Seat Pr 8515	no	2.000	
JN-106 Rod Screen	m2	637.000	
JN-106 Rod Screen - Stair	no	1.000	
JN-131 Credenza 2500	no	6.000	
JN-151 Mail Bench 5480	no	1.000	
JN-151 Mail Counter/Door	no	1.000	
JN-151 Mail OH Cbd 5480	no	1.000	
JN-151 Mail Tender Box	no	1.000	
JN-152 Kit OH Cbd 3050	no	1.000	
JN-152 Kitchen Bench 3050	no	1.000	
JN-153 Kit Bench SS 10015	no	1.000	
JN-153 Kit OH Cbd 10015	no	1.000	
JN-154 BC Security room	no	1.000	
JN-155 ITBuild L01.13	no	1.000	
JN-301 Kitchen Bench 3000	no	1.000	
JN-302 Banquette 6900L	lm	6.900	
JN-302 Banquette 2800L	lm	2.800	
JN-311 Conf Unit 2400	no	3.000	
JN-321 Conf Kitchen L5	no	1.000	
JN-401 Hub Kitchenette	no	5.000	
JN-402 Hub Teapoint	no	5.000	
JN-403 Hub Banquette (2P)	no	5.000	
JN-501 Island, Utilities, Tea Point A	no	5.000	
JN-501 Island, Utilities, Tea Point B	no	5.000	
JN-501 Island, Utilities, Tea Point C	no	5.000	
JN-501 Island, Utilities, Tea Point D	no	5.000	
JN-501 Island, Utilities, Tea Point E	no	5.000	
JN-504 Shroud/Screen 12560L	no	6.000	
JN-504 Shroud/Screen 5330L	no	30.000	
JN-505 Bench	no	10.000	
JN-506 Whiteboard 5200	no	22.000	
JN-531B Credenza 2600	no	5.000	
JN-551 Carer Bench 4500	no	1.000	
JN-551 Carer Change Table	no	1.000	
JN-551 Carer OH Cbd 3600	no	1.000	
JN-552 F'Aid Bench 4345	no	1.000	
JN-552 F/Aid OH Cbd 4345	no	1.000	
JN-553 Hos Utility	no	1.000	
JN-601 Cabinet/Shelf 2600	no	4.000	
JN-601 Cabinet/Shelf 3000	no	7.000	
JN-601 Cabinet/Shelf 3200	no	8.000	
JN-601 Cabinet/Shelf 3600	no	5.000	
JN-602 HOS storage wall	no	1.000	
Additional Lockers - End of Trip	no	482.000	
Total			

CT - CERAMIC TILING SUPPLY & FIX			
Ceramic Floor Tiles	m2	10.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Ceramic Wall Tiles	m2	40.000	
Wetseal Ensuite	item	1.000	
Total			

SO - STONE FLOORING			
EO Stone Floor - Gd Lobby	m2	851.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Total			

CV - CARPET & VINYL SUPPLY & LAY			
Base Building Carpet	m2	-6450.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Carpet B'loom - IFL-104	m2	413.000	
Carpet Tile - IFL-102	m2	2511.000	
Carpet Tile - IFL-102 COP	m2	170.000	
Carpet Tile - IFL-103	m2	450.000	
Inset Carpet - IFL502	m2	404.000	
Vinyl - IFL-201	m2	180.000	
Vinyl - IFL-202	m2	291.000	
Vinyl - IFL-203	m2	2435.000	
Total			

PA - PAINTING			
Door - Pair	no	12.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Door - Single	no	183.000	
Door- 1.5 Leaf	no	10.000	
Plasterboard Bulkhead	m2	409.900	
Plasterboard Ceiling	m2	3218.000	
Plasterboard Wall	m2	6769.200	
Concrete Soffit	m2	180.000	
Total			

EW - WHITEBOARDS			
Whiteboards - IIL-601	m2	830.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Total			

SF - SUNDRY FITTINGS & FIXTURES				
Bed - First Aid	no	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
Computer Table	no	1.000		
Detergent Dispenser	no	18.000		
First Aid Equipment	item	1.000		
Lecturn	no	1.000		
Light Box - Mail Room	no	1.000		
Mail Trolley	no	1.000		
Mirror - First Aid	no	1.000		
Open Metal Shelves - Mail	item	1.000		
Paper Towel Dispenser	no	20.000		
Sulo Bin - Recycle	no	31.000		
Sulo Bin - Secure	no	10.000		
Sulo Bin - Waste	no	26.000		
Sundry White/Pin Boards	item	1.000		
Tea Towel Rack	no	25.000		
Waste Bin	no	12.000		
Clocks	no	15.000		
Total				

<b>MS - METAL STORAGE SYSTEMS</b>			
Shelving - Basement Store	item	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Storage - ST-01	no	157.000	
Storage - ST-02	no	159.000	
Storage - ST-05 5000	no	4.000	
<b>Total</b>			

<b>WG - WHITEGOODS &amp; APPLIANCES</b>			
Dishwasher - Business Centre (Semi-Commercial)	no	2.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Dishwasher - Tea Points & Kitchenettes (Domestic)	no	21.000	
Dishwasher - Hubs Under Bench	no	20.000	
Fridge - Large	no	37.000	
Fridge - Lge Commercial	no	2.000	
Fridge - Under Bench	no	10.000	
Fridge/Frgr - Under Bench	no	1.000	
Microwave Oven	no	43.000	
<b>Total</b>			

<b>AF - ACCESS FLOORS</b>			
Cut/Fit - WT-105 Ptn L5 (FH Walls)	lm	216.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Cut/Fit- WT-109 Ptn L1-L5 (FH Walls)	lm	135.000	
<b>Total</b>			

<b>HY - HYDRAULIC SERVICES</b>			
Drainage	item	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Cold Water Services	item	1.000	
Hot Water Services	item	1.000	
Sanitry Fixtures S&l	item	1.000	
Preliminaries & WAE	item	1.000	
HOS additions & Additional Floor waste in comms rooms	item	1.000	
<b>Total</b>			

ME - MECHANICAL SERVICES				
Ground	item	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
Mezzanine	item	1.000		
Level 01	item	1.000		
Level 02	item	1.000		
Level 03	item	1.000		
Level 04	item	1.000		
Level 05	item	1.000		
Mail Room	item	1.000		
CRAC Units	item	1.000		
Security zone duct treatments	item	1.000		
HVAC Refinements	item	1.000		
<b>Total</b>				

EL - ELECTRICAL SERVICES					
<u>Lighting</u>					
Base Building Lighting	item	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)		
<i>Lighting Supply</i>	<i>item</i>	<i>1.000</i>			
D1 Fitting	item	836			
D2 Fitting	item	6			
L2 Fitting	item	11			
L3 Fitting	item	6			
L5 Fitting	item	16			
L7 Fitting	item	42			
L8 Fitting	item	64			
L9 Fitting	item	20			
L10 Fitting	item	62			
L6 Fitting	item	12			
Shipping/Labour/Install/Wiring Costs	item	1.000			
Emergency lighting supply	item	1.000			
Emergency lighting install	item	1.000			
Exit & Emergency monitoring system	item	1.000			
Testing & Commissioning	item	1.000			
<u>Power</u>					
Power	item	1.000			
Fitout Boards	item	1.000			
Submain Cabling	item	1.000			
Cable Supports	item	1.000			
<b>Total</b>					

CM - COMMUNICATION SERVICES				
Fibre Backbone	item	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
Copper Backbone, Horizontal Cabling & Supports	item	1.000		
Comms Racks/Cabinets	item	1.000		
Patch Leads	item	1.000		
MATV	item	1.000		
Lead in Conduits	item	1.000		
Testing & Commissioning	item	1.000		
<b>Total</b>				

FP - FIRE PROTECTION SERVICES				
Design / Certification	item	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)	
Detection / Alarm	item	1.000		
Sprinkler Protection	item	1.000		
Extinguishers / Blankets	item	1.000		
Fire Additions Comms Rooms	item	1.000		
<b>Total</b>				

PR - PROVISIONAL SUMS		
Loose Furniture		
Chair - CH-01	no	1603.000
Chair - CH-02	no	31.000
Chair - CH-03	no	226.000
Chair - CH-04	no	372.000
Chair - CH-05	no	30.000
Chair - CH-06	no	4.000
Chair - CH-10	no	24.000
Chair - CH-11	no	125.000
Chair - CH-12	no	119.000
Chair - CH-13	no	4.000
Chair - CH-21	no	6.000
Chair - CH-22	no	120.000
Chair - CH-23	no	144.000
Chair - CH-24	no	12.000
Chair - CH-25	no	163.000
Chair - CH-26	no	294.000
Chair - CH-27	no	160.000
Chair - CH-28	no	14.000
Chair - CH-29	no	8.000
Chair - CH-31	no	10.000
Chair - CH-32	no	13.000
Chair - CH-33	no	8.000
Chair - CH-34	no	28.000
Chair - CH-35	no	2.000
Material CH-35	no	2.000
Chair - CH-36	no	5.000
Material CH-36	no	5.000
Chair - CH-61	no	133.000
Chair - CH-63	no	9.000
Chair - CH-64	no	32.000
Chair - CH-65	no	19.000
Chair - CH-66	no	21.000
Chair - CH-67	no	24.000
Chair - CH-68	no	16.000
Chair - CH-69	no	5.000
Chair - CH-70	no	36.000
Chair - CH-71	no	2.000
Chair - CH-72	no	2.000
Chair - CH-73	no	1.000
Chair - CH-75	no	7.000
Bench - CH-77	no	1.000
Stacking Trolley	no	1.000
Stacking Trolley	no	1.000
Table - TB-01	no	50.000
Table - TB-02	no	41.000
Table - TB-04A	no	13.000
Table - TB-05	no	40.000
Table - TB-06	no	29.000
Table - TB-09	no	2.000
Table - TB-10	no	9.000
Table - TB-13	no	92.000
Table - TB-14	no	1.000
Table - TB-21	no	115.000
Table - TB-22	no	5.000
Table - TB-24	no	4.000
Table - TB-27	no	10.000
Table - TB-28A	no	15.000
Table - TB-28B	no	10.000
Table - TB-29	no	2.000
Table - TB-61	no	10.000
Table - TB-62	no	4.000
Table - TB-64	no	34.000
Table Boxes	no	80.000
Total		

Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)

PR - PROVISIONAL SUMS			
<u>Workstations</u>			
Workstation - WS-01	no	1003.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
WS-01 Screens	no	1003.000	
WS-01 Soft wiring	no	1003.000	
Workstation - WS-02 (38 x 4 desks per)	no	152.000	
WS-02 Screens	no	152.000	
WS-02 Soft wiring	no	152.000	
Workstation - WS-03 (94 x 3 desks per)	no	282.000	
WS-03 Screens	no	282.000	
WS-03 Soft wiring	no	282.000	
Workstation - WS-04 (seats 4 at 1 desk)	no	15.000	
WS-04 Screens	no	15.000	
WS-04 Soft wiring	no	15.000	
Workstation - WS-05	no	22.000	
WS-05 Modesty	no	22.000	
WS-05 Screens	no	22.000	
WS-05 Soft wiring	no	22.000	
Workstation - WS-07	no	31.000	
WS-07 Screens	no	31.000	
WS-07 Soft wiring	no	31.000	
Digital Display Switch	no	1505.000	
Total			

PR - PROVISIONAL SUMS			
<u>Partitions</u>			
Film for glazing extend and design to be resolved	lm	500.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Artwork and design overlay	Item	1.000	
Total			

PR - PROVISIONAL SUMS			
<u>Workstation Components</u>			
Monitor Arms (single arm, dual monitor)	no	1505.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Total			

PR - PROVISIONAL SUMS			
<u>Signage</u>			
Main Building Sign	item	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Internal Wayfinding Signage	item	1.000	
Total			

PR - PROVISIONAL SUMS			
<u>Audio Visual Components</u>			
2P Quiet Meeting Room	no	23.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
6P Meeting Room	no	23.000	
10P-14P Medium Meeting Room	no	14.000	
Large Meeting Room - Project Room	no	5.000	
18P Meeting Room	no	3.000	
20P Meeting Room	no	2.000	
Telepresence E/O to 1x6P + 1x20P	no	2.000	
Head of Service Office	no	1.000	
24P Meeting Room	no	4.000	
Hubs Triangle Spaces + Reception	no	6.000	
Breakout Areas (floor hub kitchen)	no	20.000	
Business Centre	no	4.000	
Room Booking System - Electronic	item	1.000	
NOTE: AV currently as per SSICT brief and ACT Gov count NOT drawings			
Total			

PR - PROVISIONAL SUMS			
<u>Security Systems</u>			
Type 1A Security System	item	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
SEMB Requirements	item	1.000	
CCTV system	item	1.000	
EACS system	item	1.000	
Intercom system	item	1.000	
Security Turnstiles/Gates	item	4.000	
Total			

PR - PROVISIONAL SUMS			
<u>Lighting</u>			
Feature Lighting TBC later	item	5.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Total			

PR - PROVISIONAL SUMS			
<u>Joinery</u>			
JN-502A Locker Bay, 2 tier freestanding	no	10.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
JN-502B Locker Bay, w coat rail both sides	no	20.000	
JN-502C Locker Bay, 3 tier, wall fixed (curved)	no	5.000	
JN-503 Locker Bay, 2 tier free standing (curved)	no	32.000	
JN-201B Circ Seat 3200 dia	no	1.000	
Total			

BW - BUILDERS WORK IN CONNECTION WITH SERVICES			
<u>BWIC</u>			
BWIC	item	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Total			

FC - FINAL CLEAN			
<u>Final Clean</u>			
Final Clean	m2	20000.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Total			

TP - SUNDRY TRADES (TRADE PRELIMS)			
<u>Fitout Craneage</u>			
Fitout Craneage	item	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Hoists/Builders Lifts/Operators	item	1.000	
Internal Safety Screens	item	1.000	
Loading Platforms	item	1.000	
Rubbish Removal	item	1.000	
Survey	item	1.000	
Total			

EOT - END OF TRIP FACILITIES - BUILT SPACE			
<u>Extra EOT Built Space</u>			
Extra EOT Built Space	m2	283.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Total			

FS - INTERNAL STAIR			
<u>Feature Stair - Gd to L1</u>			
Feature Stair - Gd to L1	item	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Total			

HY - HYDRAULIC SERVICES			
<u>Additional Female WC's</u>			
Additional Female WC's	item	1.000	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
Total			

<b>EL - ELECTRICAL SERVICES</b>		
Standby Generator Credit Base Building	item	1.000
Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)		
Total		

<b>TRADE TOTAL</b>		Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)
RATE/m2		\$
<b>DESIGN FEES</b>		
<b>ESD CERTIFICATIONS</b>		
<b>PRELIMINARIES &amp; SUPERVISION</b>		6.00%
<b>BUILDERS MARGIN</b>		3.00%
<b>LESSOR MANAGEMENT FEE</b>		0.50%
<b>CONTINGENCY*</b>		1.00%
<b>ESCALATION</b>		4.00%
<b>PROJECT TOTAL</b>		
RATE/m2		\$

**NOTES / EXCLUSIONS:**

- Level 5 Terrace Joinery and FF&E (terrace locked off)
- Lamps / Task Lamps
- ICT Hardware, Active Equipment, Design & Installation, UPS Units, SSICT Incoming cabling
- Indoor Plants & Planters
- Coffee Machines & Associated Plumbing
- Fire Engineering in Addition to Current Design
- Wells Design & Certification Fees
- Authority Fees & Charges
- Fitout Blinds/Blackout Blinds/ Curtains
- Electronic Smartboards/Mobile Boards
- Loose Lay Rugs
- Dedicated Tenant Standby Generator
- Tenant DAS & Head End Equipment(per correspondence from CPG to ACT Gov dated Friday 06/04/2018)
- Emergency Radio System
- Coag / Icon lines or cabling supply / install
- Artwork
- AV allowed for as per SSICT brief qtys, NOT all rooms as shown on plans. Prov sum to be applied based on rooms nominated by ACT GOV
- Client side project management costs or contractors associated fees for such a delivery model

**CONTINGENCY**

The contingency is a responsible cost allowance within the guaranteed Maximum Price (GMP) for the contractor to prepare for tender (contract) documentation in order to successfully deliver the GMP scope. The maximum price that is guaranteed is based on a set of documentation which is typically not 100% designed or fully coordinated to a contract level, however is representative of the scope, expectations and level of finish to be delivered. Upon agreement of the GMP on which the design is based at the time of pricing, the design team will then be novated to the contractor to develop and finalize the design. The contract will provide that the design must be developed and built for the lump-sum price. If this is exceeded, the contractor's entitlement to payment will still be capped at the level of the guaranteed price. This delivery model places all risk with the contractor and hence the contingency is a reasonable allowance to cover this risk. Access to the contingency will be at the discretion of the contractor and managed within the GMP as appropriate. If the contractor manages to complete the work for less than the GMP the contractor retains the savings. If the scope changes after the agreement of a GMP, the contractor is entitled to a variation cost either positive or negative associated with the instructed scope change. Scope change approval will be sought from the client prior to progression.



**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

Our ref:  
Your ref:

Richard Snow  
Head of Property  
Capital Property Group  
2 Brindabella Circuit  
Brindabella Business Park  
CANBERRA AIRPORT ACT 2609

Dear Mr Snow *Richard,*

### **Constitution Place: Government Office Building – Cost Plan**

I refer to Joseph Cusack's letter to Daniel Bailey dated 13 April 2018 in which Capital Property Group (CPG) formally submitted its fitout cost plan and supporting documentation for the government office project in Civic. This submission is in accordance with clauses 10.12 and 10.13 of the relevant Agreement for Lease (AFL).

The cost plan of 13 April 2018, which includes a Fitout Cost Estimate of \$36.844 million (rounded), updates and supersedes the version sent on 29 March 2018. Again, I would like to thank you and your team for the considerable effort that has been expended in working to reduce costs whilst maintaining a quality fitout.

Under clause 10.14 of the AFL the Territory must within ten (10) days provide the Lessor with a notice indicating that it either approves or does not approve the cost plan.

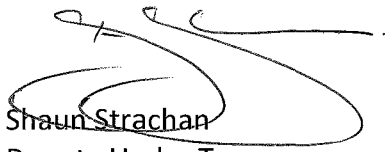
Accordingly, the Territory approves the cost plan submitted on 13 April 2018 for a total project cost of \$36,844,286.70, incorporating base building variations, trade costs, design costs, overheads, escalation and contingencies, contingent upon the clarifications and ongoing work as follows:

- 1) finalisation of a final co-ordinated set of drawings consistent with the agreed cost plan, noting that the drawing set is to be taken to 100% tender construction level documentation utilising the contingency,
- 2) that there is divergence in some items between the cost plan and the drawings, for example the Audio Visual provisional sum, where the cost plan is based upon the SSICT brief not the drawings, and final end of trip locker numbers;
- 3) finalisation of the glazing specifications, noting that 'fritted' glass appears to have been replaced by a minimal allowance (provisional sum) for glazing film (\$50,000);

- 4) agreement on a timeframe for the finalisation of the detailed prices/costing and drawings (where appropriate) of the elements within the provisional sum items;
- 5) sign off on the floor treatment of the walkways around the atrium (within the cost allowance contained in the cost plan); and
- 6) the final design and specifications for the Distributed Antennae System (DAS).

We look forward to working with you to finalise and implement the fitout design through to occupation of the building in 2020.

Yours sincerely



Shaun Strachan  
Deputy Under Treasurer

23<sup>rd</sup> April 2018

**From:** "Franklin, Alan"  
**Sent:** 26/10/2020 2:07 PM  
**To:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Cc:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi) "Cannon, Rebecca"  
<Rebecca.Cannon@act.gov.au>; "Naughton, Ben" <Ben.Naughton@act.gov.au>  
**Subject:** RE: PSAR59 - EOT artwork  
**Attachments:** PSAR 59 combined 15102020.pdf, Civic Office - PSAR #59 - EoT Artwork - Signed.pdf

OFFICIAL

Hi Sch 2.2 (a)(ii); Sch 2.2 (a)(xi). Attached is the signed PSAR #59 EoT Artwork.

Regards

Alan

**Alan Franklin | Director**

**Government Accommodation Projects** | Chief Minister Treasury Economic Development | ACT Government

**Phone 02 6207 9044** | M: 0408 860 483 | [alan.franklin@act.gov.au](mailto:alan.franklin@act.gov.au)

Level 5, Nara Centre | GPO Box 158 Canberra ACT 2601 | [www.cmd.act.gov.au](http://www.cmd.act.gov.au)

---

**From:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Sent:** Friday, 16 October 2020 11:36 AM  
**To:** Franklin, Alan <Alan.Franklin@act.gov.au>; Cannon, Rebecca <Rebecca.Cannon@act.gov.au>; Naughton, Ben <Ben.Naughton@act.gov.au>  
**Cc:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Subject:** PSAR59 - EOT artwork

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Alan

Please find attached PSAR59, being for the EOT artwork.  
Let me know if you need anything further.

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Project Director

**Construction Control**

Mode 3 | Unit 124, Level 1, 24 Lonsdale Street, Braddon ACT 2612

PO Box 5120 Braddon ACT 2612

Phone 02 6257 4775 | Mobile Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

[www.ccontrol.com.au](http://www.ccontrol.com.au)

-  
-



This e-mail and any attachments may contain privileged and confidential information intended only for the use of the addressee named above. If you are not the intended recipient of this message you are hereby notified that any use, dissemination, distribution or reproduction of this message is prohibited. If you have received this message in error please notify the sender immediately and destroy any copies you may have.

# Provision Sum- Budget Allocation Request

**Construction Control Australia Pty Ltd**

Unit 124, Level 1  
24 Lonsdale Street  
Braddon ACT 2612

T (02) 6247 4775 F (02) 6248 9094



TO: Constitution Place Pty Ltd  
ATT: ACT Government

DATE: 15-Oct-20

PROJECT: Constitution Place - ACT GOV Fitout  
JOB NO: 1675  
Provisional Sum Rec NO: 59

TRADE / SERVICE: Trade costs  
Provisional Sum Item: 481- Partitions

**DETAILS :**

In accordance with General Conditions of the PCMA and pursuant to CI 1.5. Construction Control request permission to allocate the following works and sum against the provisional value as itemised in the agreed cost plan / GMP for the Act Government fitout.

Engage artist as directed by ACT Government, should bike rack install be delayed past 09/11/2020 or any other works delayed ACT Government will be responsible for all on costs and accept the delay to this area

Trade/Item	Description	QTY/ M	Rate	Total
<i>Art</i>				
Artwork install	as per quote obtained by ACT Gov	1.00	\$	\$
<i>Floor protection</i>				
Protection to epoxy floor	Plastic mesh protection for floor	1.00	\$	\$
<i>Fans for extraction</i>				
Fans	as required for extraction and MSDS	1.00	\$	\$

VALUATION OF Provisional Sum Allocation:

TOTAL	\$
ORIGINAL VALUE OF GMP PS ITEM a	\$
BUDGET TRANSFERS b	\$
REVISED GMP AFTER BUDGET TRANSFERS c = a + b	\$
PREVIOUSLY APPROVED PS ALLOCATIONS d	\$
UNALLOCATED PS VALUE e = c - d	\$
UNAPPROVED PS ALLOCATIONS REQUEST f	\$
THIS PS ALLOCATION REQUEST g	\$
PS BALANCE h = (e - (f+g))	\$

(if negative a CSA is required to be submitted to cover the overrun)

The above works and costs are submitted for your approval.

SIGNED FOR CONSTRUCTION CONTROL: \_\_\_\_\_

**AUTHORISATION by Constitution Place Pty Ltd**

Proceed with variation work

Signed: \_\_\_\_\_

Do not proceed with the works

On behalf of: \_\_\_\_\_

Variation valuation approved

Resubmit variation price

Date: \_\_\_\_\_





# Quote

## GRAFFIK PAINT

QUOTE NUMBER 4201006  
OCTOBER 6, 2020

### Urban art

Phone: Sch 2.2 (a)(i), Sch 2.2 (a)(ii)  
Email: [Geoff@graffikpaint.com.au](mailto:Geoff@graffikpaint.com.au)  
Website: [www.graffikpaint.com.au](http://www.graffikpaint.com.au)

ABN: 42 967 015 409

To: **Rebecca Cannon | Director | Government Accommodation Projects**  
**Phone: 6205 2081 | [rebecca.cannon@act.gov.au](mailto:rebecca.cannon@act.gov.au)**  
**Chief Minister, Treasury and Economic Development Directorate | ACT Government**  
**Level 5 Canberra Nara Centre | GPO Box 158 Canberra ACT 2601 |**  
**[www.act.gov.au](http://www.act.gov.au)**

### Quote

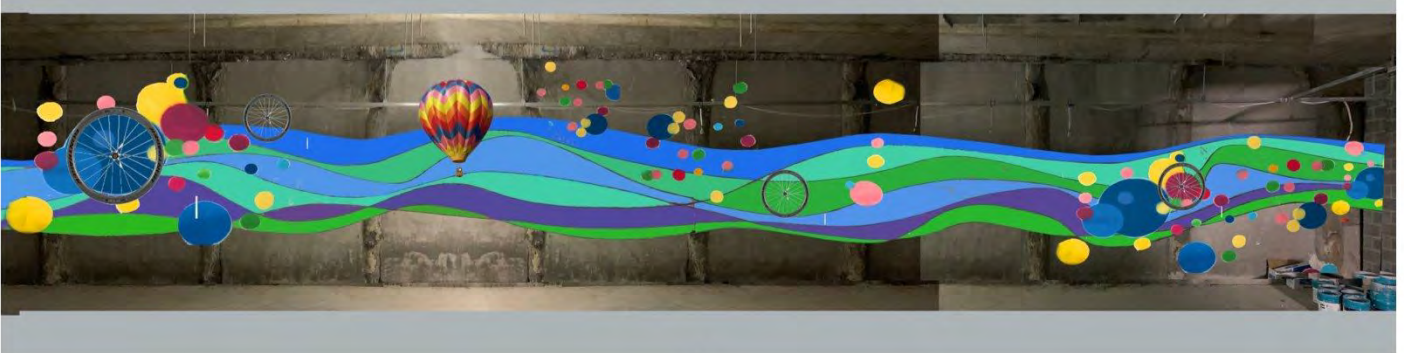
Quantity	Description	Unit price	Total
1	Artist fee and design	\$ <small>Sch 2.2(a)(i) - Sch 2.2(a)(ii)</small>	\$ <small>Sch 2.2(a)(i) - Sch 2.2(a)(ii)</small>
		GST	\$
		<b>Total</b>	\$

This quote is valid for three months.

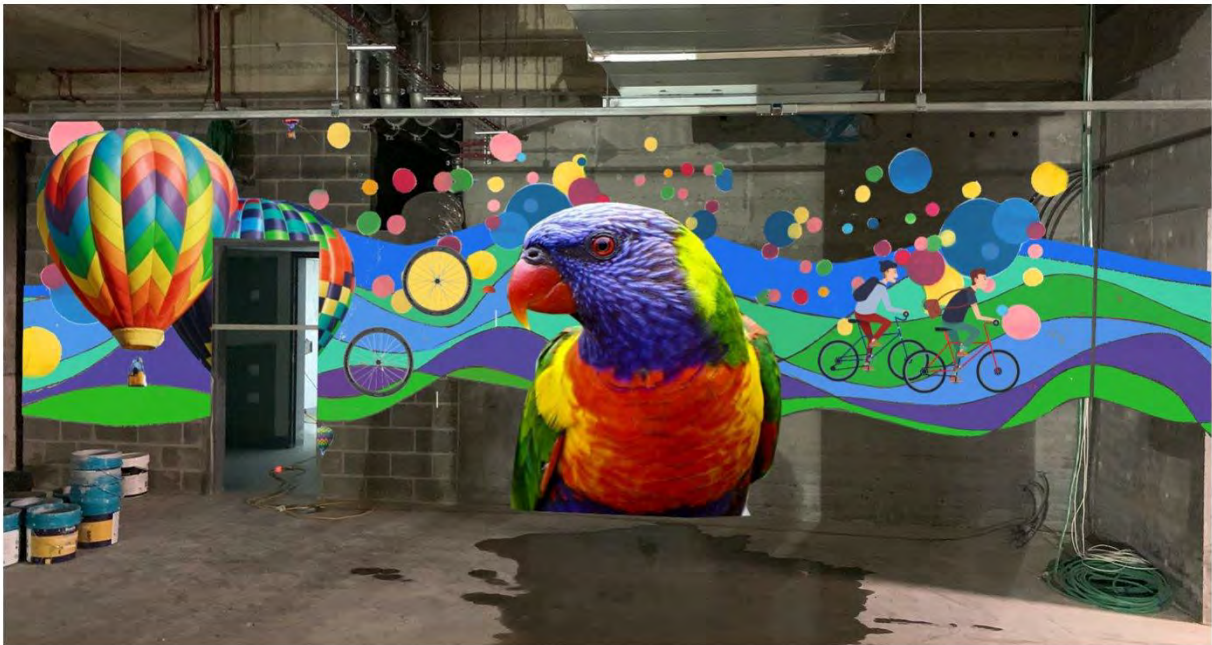
Indicative designs



1



2



3



4



5



13<sup>th</sup> October, 2020

Construction Control  
Mode 3 | Unit 124, Level 1, 24 Lonsdale Street, Braddon ACT 2612  
PO Box 5120 Braddon ACT 2612

Attn: **Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)**

**Project: Constitution Place – Basebuild**

**VARIATION 22- Floor protection to B1 EOT**



**Option 1 – Supply & install woven plastic floor protection to areas as indicated above**

Subtotal	€	Sch 2.2(a)(ii) ; Sch 2.2(a)(xi)
GST	€	
Total	€	

Price based on work to be conducted during normal business hours.  
We thank you for the opportunity to submit our quotation and should you require any further information please don't hesitate to contact this office.

Regards

**Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)**

Master Carpets ACT

# Provision Sum- Budget Allocation Request

Construction Control Australia Pty Ltd  
 Unit 124, Level 1  
 24 Lonsdale Street  
 Braddon ACT 2612  
 T (02) 6247 4775 F (02) 6248 9094



TO: Constitution Place Pty Ltd  
 ATT: ACT Government

DATE: 15-Oct-20

PROJECT: Constitution Place - ACT GOV Fitout  
 JOB NO: 1675  
 Provisional Sum Rec NO: 59

TRADE / SERVICE: Trade costs  
 Provisional Sum Item: 481- Partitions

**DETAILS :**

In accordance with General Conditions of the PCMA and pursuant to Cl 1.5, Construction Control request permission to allocate the following works and sum against the provisional value as itemised in the agreed cost plan / GMP for the Act Government fitout.

Engage artist as directed by ACT Government, should bike rack install be delayed past 09/11/2020 or any other works delayed ACT Government will be responsible for all on costs and accept the delay to this area

Trade/Item	Description	QTY/ M	Rate	Total
<i>Art</i>				
Artwork install	as per quote obtained by ACT Gov	1.00	\$ [redacted]	\$ [redacted]
<i>Floor protection</i>				
Protection to epoxy floor	Plastic mesh protection for floor	1.00	\$ [redacted]	\$ [redacted]
<i>Fans for extraction</i>				
Fans	as required for extraction and MSDS	1.00	\$ [redacted]	\$ [redacted]

**VALUATION OF Provisional Sum Allocation:**

TOTAL	\$ [redacted]
ORIGINAL VALUE OF GMP PS ITEM a	\$ [redacted]
BUDGET TRANSFERS b	\$ [redacted]
REVISED GMP AFTER BUDGET TRANSFERS c = a + b	\$ [redacted]
PREVIOUSLY APPROVED PS ALLOCATIONS d	\$ [redacted]
UNALLOCATED PS VALUE e = c - d	\$ [redacted]
UNAPPROVED PS ALLOCATIONS REQUEST f	\$ [redacted]
THIS PS ALLOCATION REQUEST g	\$ [redacted]
PS BALANCE h = (e - (f+g))	\$ [redacted]

(if negative a CSA is required to be submitted to cover the overrun)

The above works and costs are submitted for your approval.

SIGNED FOR CONSTRUCTION CONTROL: [redacted]

**AUTHORISATION by Constitution Place Pty Ltd**

- Proceed with variation work  0
- Do not proceed with the works  0
- Variation valuation approved  0
- Resubmit variation price  0

Signed: [redacted]  
 On behalf of: GAP, COMTEAD  
 Date: 20/10/20

**From:** "Franklin, Alan"  
**Sent:** 26/10/2020 2:18 PM  
**To:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Cc:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi) "Cannon, Rebecca"  
<Rebecca.Cannon@act.gov.au>; "Naughton, Ben" <Ben.Naughton@act.gov.au>  
**Subject:** RE: PSAR60 - Footwash  
**Attachments:** PSAR 60 combined 15102020.pdf, Civic Office - PSAR #60 - Reflection Room - Signed.pdf

OFFICIAL

Hi Lauren, PSAR #60 Reliction Room - Signed.

Regards

Alan

**Alan Franklin | Director**

**Government Accommodation Projects** | Chief Minister Treasury Economic Development | **ACT Government**

**Phone 02 6207 9044** | M: 0408 860 483 | [alan.franklin@act.gov.au](mailto:alan.franklin@act.gov.au)

Level 5, Nara Centre | GPO Box 158 Canberra ACT 2601 | [www.cmd.act.gov.au](http://www.cmd.act.gov.au)

---

**From:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Sent:** Friday, 16 October 2020 2:24 PM  
**To:** Franklin, Alan <Alan.Franklin@act.gov.au>; Cannon, Rebecca <Rebecca.Cannon@act.gov.au>; Naughton, Ben <Ben.Naughton@act.gov.au>  
**Cc:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Subject:** PSAR60 - Footwash

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Alan

(I know this is the Johnny Farnham PSAR – just one more time!)

PSAR60 for the revised footwash area is attached.

Please let me know if you need anything further.

I really think this is the last one for today.

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Project Director

**Construction Control**

Mode 3 | Unit 124, Level 1, 24 Lonsdale Street, Braddon ACT 2612

PO Box 5120 Braddon ACT 2612

Phone 02 6257 4775 | Mobile Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

[www.ccontrol.com.au](http://www.ccontrol.com.au)

-  
-



This e-mail and any attachments may contain privileged and confidential information intended only for the use of the addressee named above. If you are not the intended recipient of this message you are hereby notified that any use, dissemination, distribution or reproduction of this message is prohibited. If you have received this message in error please notify the sender immediately and destroy any copies you may have.

# Provision Sum- Budget Allocation Request

**Construction Control Australia Pty Ltd**  
 Unit 124, Level 1  
 24 Lonsdale Street  
 Braddon ACT 2612  
 T (02) 6247 4775 F (02) 6248 9094



TO: Constitution Place Pty Ltd  
 ATT: ACT Government

DATE: 14-Oct-20

PROJECT: Constitution Place - ACT GOV Fitout  
 JOB NO: 1675  
 Provisional Sum Rec NO: 60

TRADE / SERVICE: Hydraulics and Vinyl  
 Provisional Sum Item: 481- Partitions

**DETAILS :**

In accordance with General Conditions of the PCMA and pursuant to Cl 1.5, Construction Control request permission to allocate the following works and sum against the provisional value as itemised in the agreed cost plan / GMP for the Act Government fitout.

Construction Control seek to modify the reflection room to encapsulate the footwash with a shower screen and additional drainage to minimise water spreading

Item	QTY	COST	
<u>Hydraulics</u>			
Additional floor waste	1.00	\$	\$
<u>Floor Finishes</u>			
Vinyl and additional carpet	1.00	\$	\$
Screeding, waterproofing	1.00	\$	\$
Credit for tiling (include restocking fee) of 1.5m2 of tiles	1.00	\$	\$
<u>Miscellaneous</u>			
Shower screen, fixed panel and swing door, semi frameless, approx 1200mm wide	1.00	\$	\$
<u>Joinery &amp; Partitions</u>			
Relocation of Joinery for Mechanical new access due to new floor waste	1.00	\$	\$
Partition changes to suit new footwash setout and floor falls, repair joinery wall	1.00	\$	\$

VALUATION OF Provisional Sum Allocation:

TOTAL	\$
ORIGINAL VALUE OF GMP PS ITEM a	\$
BUDGET TRANSFERS b	\$
REVISED GMP AFTER BUDGET TRANSFERS c = a + b	\$
PREVIOUSLY APPROVED PS ALLOCATIONS d	\$
UNALLOCATED PS VALUE e = c - d	\$
UNAPPROVED PS ALLOCATIONS REQUEST f	\$
THIS PS ALLOCATION REQUEST g	\$
PS BALANCE h = (e - (f+g))	\$

(if negative a CSA is required to be submitted to cover the overrun)

The above works and costs are submitted for your approval.

SIGNED FOR CONSTRUCTION CONTROL:

**AUTHORISATION by Constitution Place Pty Ltd**

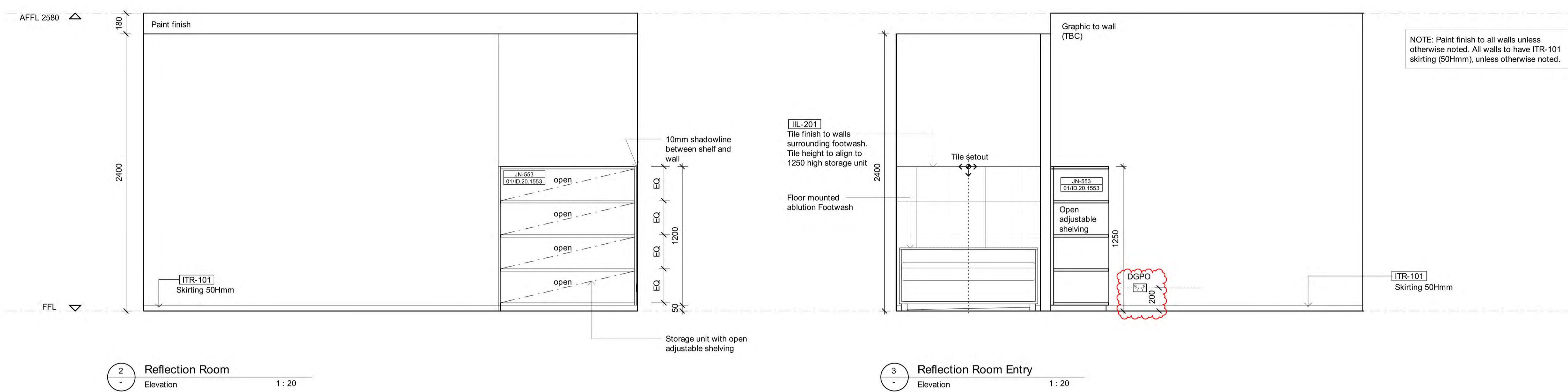
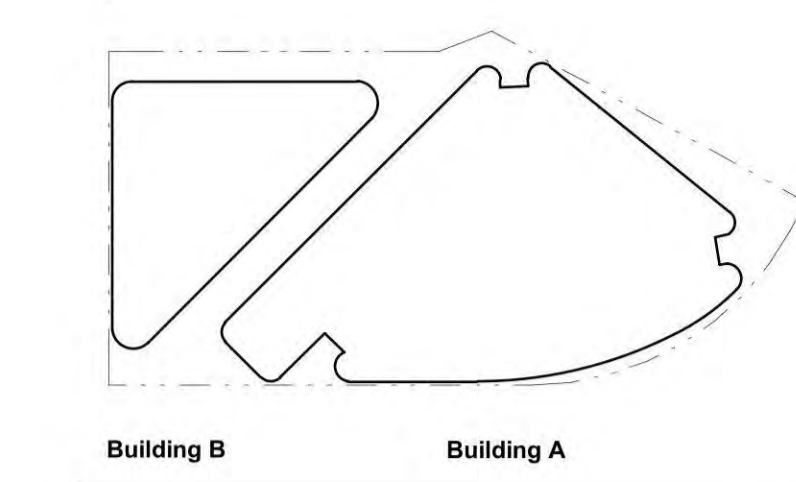
- Proceed with variation work
- Do not proceed with the works
- Variation valuation approved
- Resubmit variation price

Signed: \_\_\_\_\_  
 On behalf of: \_\_\_\_\_  
 Date: \_\_\_\_\_



Check all dimensions and site conditions prior to commencement of any work, including floor boxes to be reviewed by structural engineer.  
 Do not scale drawings - refer to figured dimensions only. Any discrepancies shall immediately be referred to the architect for clarification.  
 All drawings may not be reproduced or distributed without prior permission from the architect.

Key Plan



2 Reflection Room  
Elevation 1:20

3 Reflection Room Entry  
Elevation 1:20

LEGEND:

- GENERAL FITOUT NOTES:
- All sizes and locations of floor penetrations, including floor boxes to be reviewed by structural engineer.
  - Where penetrations are at close proximity to beam edge a minimum of 100mm clearance has been provided. Structural engineer to confirm this is acceptable.
  - Floor penetrations that are to be housed within joinery must be co-ordinated with joinery void locations prior to construction. Contractor to set out joinery locations on site to ensure penetrations are positioned accurately underneath voids.
  - Turnstile penetrations are to be 50mm diameter (1 for power / 1 for data per turnstile)

FLOOR PENETRATIONS FOR FITOUT:

- FB1 Floor Box Type 1 - (Electrical)  
2 x Double 10A Socket Outlets  
1 x Communications Outlet  
Conduits for other services
- FB2 Floor Box Type 2 - (Electrical)  
4 x Double 10A Socket Outlets  
4 x Communications Outlets  
Conduits for other services
- FB3 Floor Box Type 3 - (Electrical)  
3 x Double 10A Socket Outlets  
6 x Communications Outlets  
Conduits for other services

Conduit Provision (Electrical / Data / Lighting / AV)  
Refer to Electrical Consultants drawings to confirm quantity, sizes and req's. 50mm diameter required for turnstile power and data risers

ELECTRICAL FIXTURES FOR FITOUT:

- DOUBLE GPO
- SINGLE DATA SOCKET - ASNET
- SINGLE DATA SOCKET - FINNET
- SINGLE DATA SOCKET - ACTGOV
- DOUBLE DATA SOCKET - ACTGOV
- SWIPE CARD ACCESS
- DURESS ALARM BUTTON
- Lock Down Doors
- Room Booking Panel

NOTES:  
 1. Paint finish to all walls unless otherwise noted. All walls to have ITR-101 skirting (50Hmm), unless otherwise noted.  
 2. Refer to STAR's drawings for AV and Electrical provisions.

Revision	Date	Description	Initial	Checked
F	27.03.20	Issue for Construction - Typical rooms	MS	MS
E	10.10.19	Issue for Coordination - Typical Rooms	MS	MS
D	10/09/18	Issued for Tender	LL	LS
C	13/07/18	Issue for Information	BS	BS
B	06/07/18	Issue for Information	MS	MF
A	29/06/18	Issue for Information		

Client/Project

Architect **BATESSMART.**

Sydney 43 Brisbane Street  
 Surry Hills NSW 2010 Australia  
 T 02 8354 5100 F 02 8354 5199  
 email syd@batesmart.com.au  
 http://www.batesmart.com.au

Melbourne 1 Nicholson Street  
 Melbourne VIC 3000 Australia  
 T 03 8664 6200 F 03 8664 6300  
 email mel@batesmart.com.au  
 http://www.batesmart.com.au

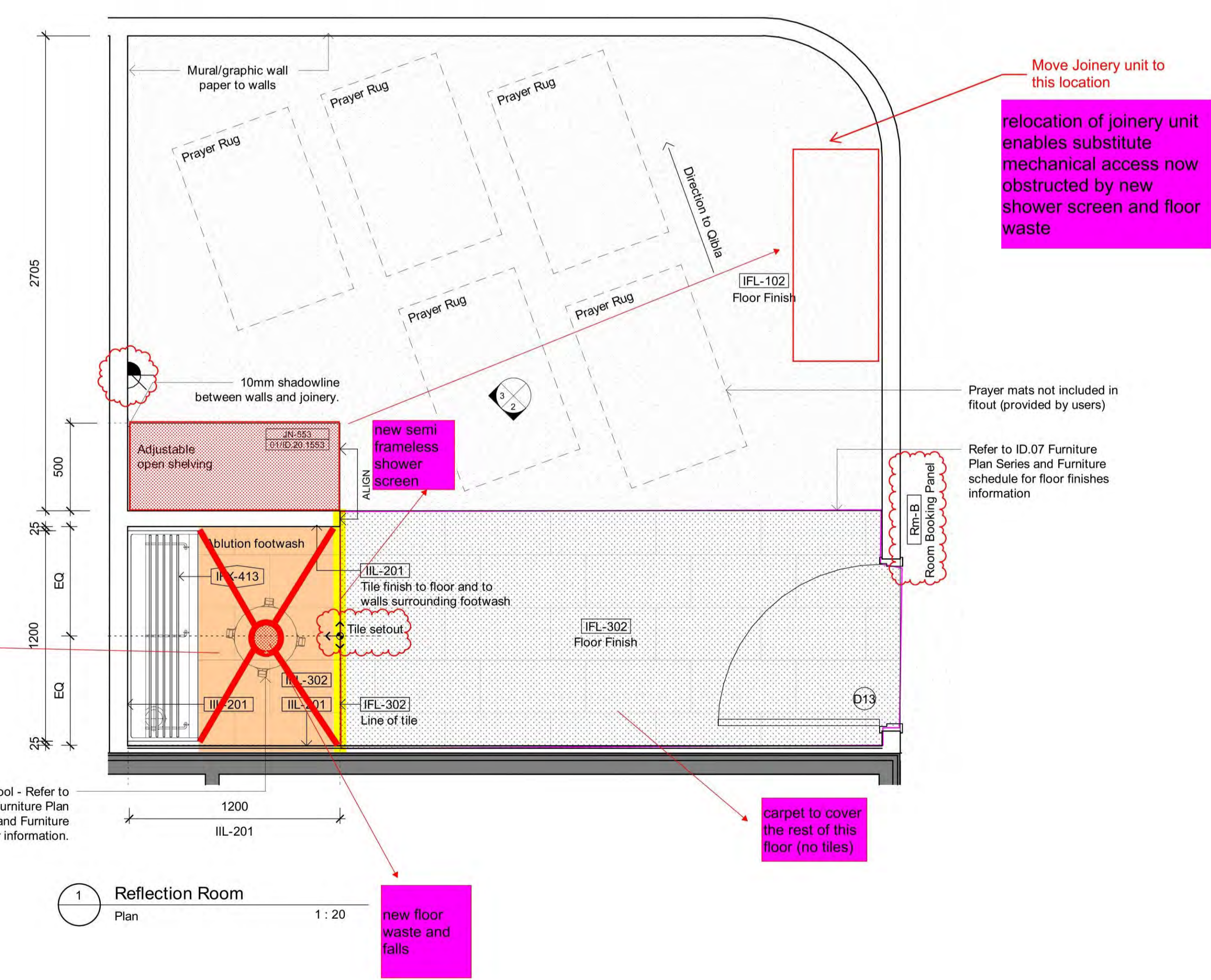
Bates Smart Pty Ltd ABN 70 004 999 400

ACT Government Offices  
 London Circuit, ACT

Building A  
 Reflection Room L01.12

Status	FOR CONSTRUCTION
Scale	As indicated @ B1
Drawn	MS Checked AS
Project No.	S12016a
Plot Date	27/03/2020 5:28:53 PM
BIM	ACT_BS-ARCH-BUILDING A-FITOUT
Disciplin	Series Bldg Level Zone
Doc	Revision

ID. 14.1009 F



1 Reflection Room  
Plan 1:20

C:\temp\ACT\_BS\_ARCH\BUILDING A\FITOUT\_C01016a.dwg

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

---

**From:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Sent:** Thursday, 8 October 2020 3:09 PM  
**To:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Subject:** RE: Reflection room  
**Attachments:** RE: Constitution Place\_Stone tiling & Ceramic tiling Quote  
**Categories:** Tender submission

Hi Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

As per the instruction in attached email, the total floor sqm was 1.5m2.

Cost of restocking fee \$ Sch 2.2 (a)(ii)  
Giveback for labour \$ Sch 2.2 (a)(ii)

Regards,

**Seline Hong**

6 Ipswich Street Fyshwick ACT 2609

P 02 6156 8428 | M Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

E Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**JYC**  
**PROJECTS**

---

**From:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Sent:** Thursday, 8 October 2020 2:39 PM

**To:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Subject:** RE: Reflection room

Hi Seline, sorry I need the restocking fee value so I can present this to the client and let them choose whether they keep the tiles or restock them

So breakdown needs to be

Cost of restocking fee \$ \_\_\_\_

Giveback for labour \$ \_\_\_\_

Also can you check the qty? the area is 3.15 \* 1.2m by my calcs?

Regards

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Construction Control**

Constitution Place | Site Office, Cnr of Constitution Ave & London Cct

Canberra City ACT 2600

PO Box 5120 Canberra ACT 2601

Mobile Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Site Office 0468 558 876

[www.ccontrol.com.au](http://www.ccontrol.com.au)



**From:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Sent:** Thursday, 8 October 2020 1:13 PM  
**To:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Subject:** RE: Reflection room

Hi Genevieve,

The quantity of tile we ordered including wastage is  $1.58 \text{ m}^2 \times \text{[redacted]} - (\text{restocking fee}) = \text{[redacted]}$   
The give back of install rate for the floor tiling will be  $1.5 \text{ m}^2 \times \text{[redacted]} = \text{[redacted]}$

Total Give Back money will be \$  $\text{[redacted]} + \text{GST}$

Regards,

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
6 Ipswich Street Fyshwick ACT 2609  
P 02 6156 8428 | M 0404 277 723  
E Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)



**From:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Sent:** Thursday, 8 October 2020 10:42 AM  
**To:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Cc:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Subject:** RE: Reflection room

Hi [redacted]

Can you get me a response on the below by EOD please?

Regards

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Construction Control**

Constitution Place | Site Office, Cnr of Constitution Ave & London Cct  
Canberra City ACT 2600  
PO Box 5120 Canberra ACT 2601  
Mobile [redacted]  
Site Office 0468 558 876  
[www.ccontrol.com.au](http://www.ccontrol.com.au)



**From:** [redacted]  
**Sent:** Tuesday, 6 October 2020 1:34 PM  
**To:** [redacted]  
**Cc:** [redacted]  
[redacted]  
**Subject:** Reflection room

Hi [redacted]

The reflection/ prayer room will now have no tiling to the floors, can you please confirm what qty of floor tiles you ordered including waste so we can find appropriate storage, or give us a price for a restocking fee for these tiles, as well as a giveback for the labour of the install to this room for floor tiles

Wall will still get the tiled splashback

Regards

[redacted]

**Construction Control**  
Constitution Place | Site Office, Cnr of Constitution Ave & London Cct  
Canberra City ACT 2600  
PO Box 5120 Canberra ACT 2601  
Mobile [redacted]  
Site Office 0468 558 876  
[www.ccontrol.com.au](http://www.ccontrol.com.au)



This e-mail and any attachments may contain privileged and confidential information intended only for the use of the addressee named above. If you are not the intended recipient of this message you are hereby notified that any use, dissemination, distribution or reproduction of this message is prohibited. If you have received this message in error please notify the sender immediately and destroy any copies you may have. This e-mail and any attachments may contain privileged and confidential information intended only for the use of the addressee named above. If you are not the intended recipient of this message you are hereby notified that any use, dissemination, distribution or reproduction of this message is prohibited. If you have received this message in error please notify the sender immediately and destroy any copies you may have.

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**From:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Sent:** Friday, 2 October 2020 1:06 PM  
**To:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Cc:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Subject:** RE: Additional carpet and Vinyl  
**Attachments:** VA21- Addition of flooring finishes to prayer room.pdf

Please see attached variation .Neither of the vinyls currently in the building are suitable for showers so we've allowed for Armstrong foothold or similar. Manufactured in Melbourne so we shouldn't encounter any lead time issues <https://www.armstrongflooring.com/commercial/en-au/products/srf/accolade-foothold.html>

Have a great weekend

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Administrator** | Master Carpets ACT Pty Ltd | Accounts | Estimating | Projects

phone: (02) 6260 2940

email: Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**master  
carpets**

**From:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Sent:** Friday, 2 October 2020 12:42 PM

**To:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Subject:** RE: Additional carpet and Vinyl

I spoke to Stuart, asked him to look at the room and tell me what he recommends

Regards

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

#### Construction Control

Constitution Place | Site Office, Cnr of Constitution Ave & London Cct

Canberra City ACT 2600

PO Box 5120 Canberra ACT 2601

Mobile Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Site Office 0468 558 876

[www.ccontrol.com.au](http://www.ccontrol.com.au)



**From:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Sent:** Friday, 2 October 2020 10:22 AM  
**To:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Subject:** RE: Additional carpet and Vinyl

Hi [redacted]

What's the wall finish in the foot wash area? Is the floor vinyl to be covered?

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Administrator** | Master Carpets ACT Pty Ltd | Accounts | Estimating | Projects  
phone: (02) 6260 2940  
email: Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**master  
carpets**

**From:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Sent:** Friday, 2 October 2020 10:00 AM  
**To:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)  
**Subject:** RE: Additional carpet and Vinyl

Hi [redacted], any pricing yet?

Regards

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Construction Control**

Constitution Place | Site Office, Cnr of Constitution Ave & London Cct  
Canberra City ACT 2600  
PO Box 5120 Canberra ACT 2601  
Mobile 0428 117 820  
Site Office 0468 558 876  
[www.ccontrol.com.au](http://www.ccontrol.com.au)



**From:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Sent:** Thursday, 1 October 2020 11:58 AM

**To:** Sch 2.2 (a)(ii); Sch 2.2 (a)(xi);

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Subject:** Additional carpet and Vinyl

Hi Stuart

Can you please price the additional vinyl in this new wet area, think of it as a shower, with a floor waste. And the additional carpet. This is on level 1

Regards

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

**Construction Control**

Constitution Place | Site Office, Cnr of Constitution Ave & London Cct

Canberra City ACT 2600

PO Box 5120 Canberra ACT 2601

Mobile Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Site Office 0468 558 876

[www.ccontrol.com.au](http://www.ccontrol.com.au)



This e-mail and any attachments may contain privileged and confidential information intended only for the use of the addressee named above. If you are not the intended recipient of this message you are hereby notified that any use, dissemination, distribution or reproduction of this message is prohibited. If you have received this message in error please notify the sender immediately and destroy any copies you may have. This e-mail and any attachments may contain privileged and confidential information intended only for the use of the addressee named above. If you are not the intended recipient of this message you are hereby notified that any use, dissemination, distribution or reproduction of this message is prohibited. If you have received this message in error please notify the sender immediately and destroy any copies you may have.

**VARIATION PRICE SUBMISSION**

**Construction Control Australia**  
PO Box 5129  
BRADDON 2612

**Variation No.** : 20006  
**Date** : 23/09/2020  
**Job** : P10329  
**Job Name** : Constitution PI ACT Gov Fitou

**Attention** : Matt Adams

**Client Ref.** :

**Details** : Additional floor waste in front of foot wash.

**Variation Description** : Additional floor waste in front of foot wash.

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
Plumber Water material	Sch 2.2(a)(xi) ; Sch 2.2(a)(xiii)			

Variation Total :

Plus GST :

**Total Variation Cost :**



Signed for & on behalf of O'Neill & Brown Plumbing Company P/L

By:

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)





# Variation to Contract

ACN 101 542 107 ABN 93 101 542 107

RECIPIENT	
Date: 1 October 2020*	Reference: 5772B.V17
To: Construction Control	Phone: 0262574775
Attention: Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)	Fax:
SENDER	
From: Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)	Mobile: Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)
Phone: (02) 6284 3113	Fax: (02) 6284 3110


Dear Genevieve,




It is with pleasure that we submit this variation as set out below for the "Constitution Place - Base Build A and EOT A/B" project.

1 x Variation 17 - Reflection room - Supply and install a shower screen as per mark up drawing requested by Genevieve on Monday, 23/9/2020 11:19 AM.

Includes: all labour, delivery, installation and 1 x custom semi frameless glass shower screen in 6mm clear safety glass with pivot door in centre with glass infills on either side of door.

**Product Code:** SBTY8VF

 Each Exc. GST

Variation total before GST	
GST	
<b>Variation total including GST</b>	

**By signing this document, you are accepting the pricing as quoted in this document for the corresponding works and authorize Vibe FM to proceed with (select an option below):**

- the **entire** variation;
- the **selected variations** only (please cross out items above that are not required);

Agent/Representative/Client (print name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please note our delivery time for this variation is to be advised from when we receive the acceptance of this variation (as signed and dated above), delivery time is also subject to the availability of raw materials.

Regards,



**NOTE:**

- \* Customers are advised to view Vibe FM's Terms and Conditions of Trade (available at <http://vibefm.com.au/>) before proceeding with any contract or order.
- \* Vibe FM reserves the right to commercially match colours and/or change substrate without notice.
- \* Colours specified are available as at the date on this quote, they may not be available at the time of order. To avoid disappointment, place your orders promptly.
- \* All sizes above are nominal.

Vibe FM PTY LTD  
 Business: 6 Coal Court, Beard A.C.T. 2620  
 Postal: P.O. Box 815, Woden A.C.T. 2606  
 Ph: 02 6284 3113  
[www.vibefm.com.au](http://www.vibefm.com.au)



## Variation to Contract

ACN 101 542 107 ABN 93 101 542 107

---

- \* All references to delivery and installation are for within the Canberra region and takes place between 7:30 AM and 4:00 PM weekdays unless Vibe FM has explicitly specified otherwise.
- \* We have not allowed for lighting, electrical work, plumbing, sinks, taps, tiles, painting, plaster work, appliances and flooring unless otherwise specified in the quote above.

---

Vibe FM PTY LTD

Business: 6 Coal Court, Beard A.C.T. 2620

Postal: P.O. Box 815, Woden A.C.T. 2606

Ph: 02 6284 3113

[www.vibefm.com.au](http://www.vibefm.com.au)

2<sup>nd</sup> October, 2020

Construction Control  
Mode 3 | Unit 124, Level 1, 24 Lonsdale Street, Braddon ACT 2612  
PO Box 5120 Braddon ACT 2612



Attn: Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

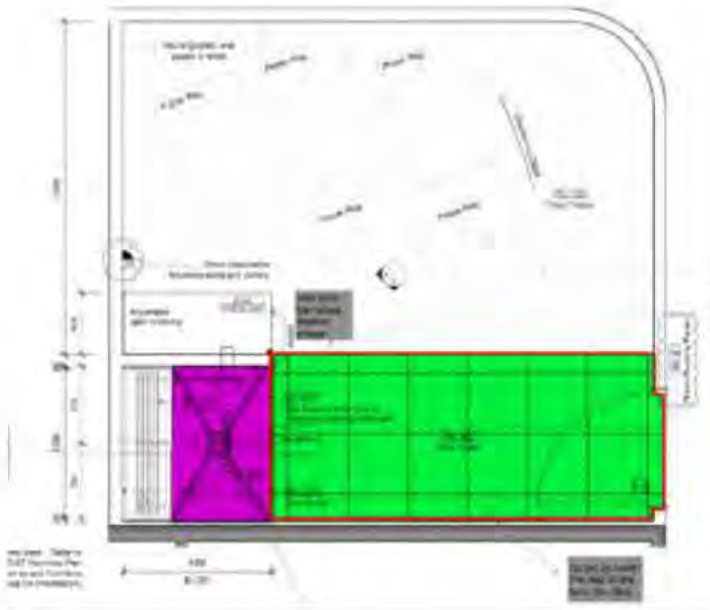
**Project: Constitution Place – Basebuild**

**VARIATION 21**

**PRAYER ROOM – BUILDING A – L01.12**

Supply & Install

-  IFL-102 Interface Constitution Place- composure - 009969-006 (20oz- cushionbac) 50cm x 50cm (lighter)
-  Sheet vinyl suitable for wet areas



**Note:**

No provision has been allowed to create falls to waste  
No floor preparation has been allowed for surplus to the 2mm skim coat in preparation for vinyl  
Coving has been allowed

Subtotal	€€	Sch 2.2(a)(ii); Sch 2.2
GST	€€	
Total	€€	

Price based on work to be conducted during normal business hours.  
We thank you for the opportunity to submit our quotation and should you require any further information please don't hesitate to contact this office.

Regards

Sch 2.2 (a)(ii); Sch 2.2 (a)(xi)

Master Carpets ACT

# Provision Sum- Budget Allocation Request

Construction Control Australia Pty Ltd  
 Unit 124, Level 1  
 24 Lonsdale Street  
 Braddon ACT 2612  
 T (02) 6247 4775 F (02) 6248 9094



TO: Constitution Place Pty Ltd  
 ATT: ACT Government

DATE: 14-Oct-20

PROJECT: Constitution Place - ACT GOV Fitout  
 JOB NO: 1675  
 Provisional Sum Rec NO: 60

TRADE / SERVICE: Hydraulics and Vinyl  
 Provisional Sum Item: 481- Partitions

**DETAILS :**

In accordance with General Conditions of the PCMA and pursuant to Cl 1.5, Construction Control request permission to allocate the following works and sum against the provisional value as itemised in the agreed cost plan / GMP for the Act Government fitout.

Construction Control seek to modify the reflection room to encapsulate the footwash with a shower screen and additional drainage to minimise water spreading

Item	QTY	COST	
<i>Hydraulics</i>			
Additional floor waste	1.00	\$	\$
<i>Floor Finishes</i>			
Vinyl and additional carpet	1.00	\$	\$
Screeding, waterproofing	1.00	\$	\$
Credit for tiling (include restocking fee) of 1.5m2 of tiles	1.00	\$	\$
<i>Miscellaneous</i>			
Shower screen, fixed panel and swing door, semi frameless, approx 1200mm wide	1.00	\$	\$
<i>Joinery &amp; Partitions</i>			
Relocation of Joinery for Mechanical new access due to new floor waste	1.00	\$	\$
Partition changes to suit new footwash setout and floor falls, repair joinery wall	1.00	\$	\$

VALUATION OF Provisional Sum Allocation:

TOTAL	\$
ORIGINAL VALUE OF GMP PS ITEM a	\$
BUDGET TRANSFERS b	\$
REVISED GMP AFTER BUDGET TRANSFERS c = a + b	\$
PREVIOUSLY APPROVED PS ALLOCATIONS d	\$
UNALLOCATED PS VALUE e = c - d	\$
UNAPPROVED PS ALLOCATIONS REQUEST f	\$
THIS PS ALLOCATION REQUEST g	\$
PS BALANCE h = (e - (f+g))	\$

(if negative a CSA is required to be submitted to cover the overrun)

The above works and costs are submitted for your approval.

SIGNED FOR CONSTRUCTION CONTROL: Lauren Couter

**AUTHORISATION by Constitution Place Pty Ltd**

- Proceed with variation work
- Do not proceed with the works
- Variation valuation approved
- Resubmit variation price

Signed:

Sch 2.2(a)(ii)

On behalf of:

GAP, CNTEND

Date:

26/10/20