

# Privacy Policy

At G & K Projects, we take the privacy of our clients, contractors & other parties very seriously.

When visiting our website, we may gather information about you or your company. We are committed to maintaining customer privacy and to the maintenance of the security of all personal data that is received. Therefore, this policy guides you through which potentially private data we may gather and how you can get in touch should you have any concerns or questions.

## **Data received and processed**

G & K PROJECTS PTY LTD receives personal data both in the course of the services it offers & during the tender & contract process. This data consists of information such as your name, address, nationality, e-mail, phone numbers and work details. G & K PROJECTS PTY LTD processes this personal data as necessary to provide our service offering and to aid the fit-out process. G & K PROJECTS PTY LTD also collects statistical information to provide it with a better understanding of the website users as a group, but this does not contain personally identifiable information.

## **Sensitive data received and processed**

G & K PROJECTS PTY LTD receives and processes sensitive personal data only so far as is necessary to ensure it conforms with legal requirements. By using this website and by supplying your details to G & K PROJECTS PTY LTD, you consent to the company collecting and processing sensitive personal data supplied by you and disclosing this information to prospective clients in connection with the fit-out process.

## **Sharing and disclosure**

G & K PROJECTS PTY LTD does not share or rent any personal information received with third parties unless:

You have specifically consented to allow G & K PROJECTS PTY LTD to share your personal information with third party organisations

It is to enable G & K PROJECTS PTY LTD to provide a product or service you have requested

G & K PROJECTS PTY LTD is required to do so by legal process or in response to a court order or other legitimate request by a relevant authority

## **Data safeguards**

The security of your data is extremely important to G & K PROJECTS PTY LTD. Access to your personal data is only given to our staff and third parties who help us to process data, in order to help with the provision of our services and in particular, the fit-out process.

## **Changes to this Policy**

G & K PROJECTS PTY LTD may modify the terms of this Privacy Policy from time to time. If a substantial or material change to the way in which G & K PROJECTS PTY LTD intends to use your personal data you will be contacted by email and an appropriate web page will be prominently posted on the G & K PROJECTS PTY LTD website detailing the changes.

## **Data removal**

Under the building industry Act, G & K PROJECTS PTY LTD is obliged to hold your data for 12 months after it was last used. Under Finance Act legislation, data must be held for six years. Other acts impose different requirements. After the final obligation has been satisfied or following twelve months of non-usage, we will contact you and ask you if you want to keep your details on our database. If you do not indicate that you wish your details to be retained on our database, we will archive your account.

## **Cookies**

G & K PROJECTS PTY LTD uses cookies on its website. You can find out more about cookies and how to control them in the information below. By using our website and clicking the 'consent' button you accept the use of cookies.

### **What is a cookie**

A cookie is a small text file that is delivered by a website server onto the computers of visitors to its website. Cookies can then be used by the website at a later time. Cookies are useful because they allow a website to recognize your device. For more information on cookies, including how to see what cookies have been set on your device and how to manage, disable and delete them, please visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

### **Which cookies do we use?**

From time to time G & K PROJECTS PTY LTD and other companies may set cookies on your browser through your usage of the G & K PROJECTS PTY LTD web site.

The necessary cookies (other than the ones set by Google) aim to enhance the user experience by identifying particular devices and thereby remembering your website preferences, browser settings and log-in details. These cookies are essential for the proper functioning of our website and expire either immediately or when the browsing session ends.

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Be aware that disabling necessary cookies, however, may affect the functionality of and features of this website. Therefore, it is recommended that you do not disable cookies.

Our website also uses third party-cookies:

### **Cookies Google Analytics:**

Google Analytics helps G & K PROJECTS PTY LTD to measure how you as a user interact with our website content. As you navigate between web pages, Google Analytics provides website owners like G & K PROJECTS PTY LTD with JavaScript tags (libraries) to record information about the pages you have seen, for example, the URL of the page. Google Analytics collects first-party cookies, data related to the device/browser, IP address and on-site/app activities to measure and report statistics about your interactions on the G & K PROJECTS PTY LTD website.

If you do not accept the use of these cookies then please disable by changing your browser settings so that cookies from this website cannot be placed on your computer or mobile device.

### **Marketing Automation Cookies:**

G & K PROJECTS PTY LTD uses a 3rd party marketing automation providers who track cookies allow us to collect information about how you use our website site after you have received a marketing email from us. The cookies track data linked to your email address and include data such as how you arrived at the site, how often you have visited, and which pages you looked at.

### **Changes to this Cookie Policy**

Any changes we make to our Data Processing Notice in the future will be posted on this website please check back frequently to see any updates or changes to our Cookie Policy.

### **Contact detail for data queries**

Questions, comments, and requests regarding this Cookie Policy are welcomed and should be addressed to [graham@gkprojects.net.au](mailto:graham@gkprojects.net.au)

Last updated on 28<sup>th</sup> July 2021

# Terms & Conditions

1. No unseen works, grinding of floors and related works included other than included in the above scope of works
2. No engineers, private certification fees, drawings and or charges have been allowed in the above tender unless listed in the scope of works
3. No site costs and or deposits for the centres have been allowed for
4. No soil testing and related works included
5. No engineer's details and or building works to ceilings, partitioning, hanging elements and or related items relating to building code 1170.4 has been included, this code related to horizontal and vertical earthquake forces.
6. CAT 1 works, hydraulic designs, inspections and or related works have been excluded, unless listed in the above scope of works
7. No Passive fire collar inspection and form 16's included in this tender unless listed in the scope of works
8. Project management services, G & K Projects PTY Ltd will not be providing management, administration & supervisory services for the building work services as this will fall under the builder's responsibilities and are covered by their licence category
9. Hoarding has been excluded unless listed in the scope of works above
10. It is the responsibility of the client to obtain the health departments approval on the designs prior to work starting on site, should we proceed without approval this is the client's responsibility
11. Our proposals for any works & or contracts above 26 parallel exclude all public liability/contract works insurance & associated costs - the client shall arrange & pay all insurances relating to the works & supply insurance confirmation to us prior to the works being undertaken- to cover the other companies involved in the group insurance
12. All specifications & colour proposals are subject to the health departments approval, should construction start prior to the health departments approval being obtained, the responsibility of such changes will be the client's responsibility together with any costs involved in alterations, materials already purchased and or replacement of materials already installed by G & K PROJECTS PTY LTD
13. Should we undertake the removals of items such as A/C, alarm controls and the like we will not be responsible for any problems related to these items and it is the client's responsibility to undertake any repairs that might be required after we have completed the works.
14. Should G & K PROJECTS PTY LTD undertake a design and construct project the design company used has professional indemnity insurance to cover their works and designs etc.
15. All equipment and other items must be to Australian standards
16. We have not allowed out of normal working hour/s warranty work
17. All CAT 1 works by landlord, including fire services, EWIS, and MDF/IDF & cutting of terrazzo, works
18. All unpaid payments will attract collection fees and related legal charges
19. Should the tender not be accepted in writing within thirty (30 days) from the above date, the tender price may be subject to revision.
20. Long service leave has been excluded as the final contract sum has not been approved and or agreed, this will be worked out in accordance with the government regulations as and when the contract is signed up.
21. With regards to the program, the date given will all be dependent on delivery of the client's items together with landlord works and approvals, we will keep the client up to date on a weekly basis to update proceedings
22. As discussed, and agreed the above amounts are guidelines and could change depending on the final drawings and specifications

23. Payment will be required in full for any extras and or variations prior to orders being placed
24. Deposits may be required for additional works should G & K PROJECTS PTY LTD undertake the works
25. Warranties on free issue goods have not been allowed for.
26. It is the client's responsibility to supply us with all relevant sizes, specs and other information with regards to equipment and related items.
27. Our 6-month warranty covers items supplied within our scope of works & or offered as per our suppliers or subcontractors warranty periods.
28. We have priced the work using our usual contractors should the union insist we use their contracts, and should there be an increase in costs this will be for the client's account
29. Should the client not adhere to the contract conditions and payment terms laid down in the contract we reserve the right to cancel all warranties, guarantees and maintenance period
30. We have not allowed for insurances and warranties on equipment and or materials issued to us by the client and or a subcontractor outside our scope of works.
31. Should G & K PROJECTS PTY LTD be undertaking the design, special conditions apply to this item with regards to how many meetings have been allowed for and amount of changes included after the main layouts have been agreed upon, site visits etc and additional charges will apply should these conditions not be adhered to.
32. It is the client's responsibility to supply all relevant information and or specifications for items supplied to us for installation
33. We are not licensed to undertake works outside the guidelines of the BSA applicable to our industry
34. It is the client's responsibility to apply and pay for any health department applications which include food business licences
35. All items outside the contract amount above will attract an administration and coordination fee.
36. On site works are deemed to have commenced on the day that new construction and/or installation begins at the project site. Practical completion is the day that the fit-out is handed over to the client ready for occupancy, not including any unforeseen minor repairs, defects or variations to the original contract.
37. If at any time you claim there are defects with the works, you must inform us in writing within 7 days
38. G & K Projects Pty Ltd retains ownership of the fit-out until payment of all monies is received.
39. G & K Projects Pty Ltd accepts responsibility for the fit-out during the fit-out period. Once the fit-out reaches practical completion and/or is handed over, the responsibility for the fit-out transfers to the client.
40. G & K Projects Pty Ltd shall not be liable if, due to circumstances beyond control, the progress of works is delayed beyond the date originally specified for completion.
41. All our site works are covered by our \$ 20 million Public Liability Insurance policy. Which is limited to the terms & conditions of the policy
42. Demolition works, the client must take out separate insurance and or public liability to cover these works – our insurance does not cover demolition, only of works
43. Loss or damage of goods referred to above under inclusions during the fit-out period is covered by our insurance, the client should insure from date of practical completion, if works are stopped, & his own proprietary items
44. The contract shall be governed by and be construed in accordance with the laws of the State of Queensland and that the contract price is to be paid to G & K Projects Pty Ltd. This contract is not to be assigned.
45. Should the client not pay all invoices for works completed they will be charged for all legal fees to obtain such outstanding amounts which will be determined by the collection agency / legal team employed to undertake such works on our behalf
46. TAX: In this quotation the remuneration has been calculated on the basis that the existing rates of tax shall remain unchanged over the duration of the contract. In the event of a tax change during the contract period, which affects the adequacy of the contract sum, then the contract

sum shall be adjusted to take into account the additional tax or changed rate of tax upon the cost of executing the work of contract sum as the cause may be.

47. Pc Sums are an indication only of budgeted costs, we cannot be held responsible for changes in costs once the specifications are known, an administration margin of 20% on cost will apply for us to coordinate these trades.
48. If deposits are paid to G & K PROJECTS PTY LTD and the contract is cancelled for any reason a figure will be agreed for works already undertaken by G & K PROJECTS PTY LTD prior to a refund being offered