Engagement Terms

Version 1.11 · Last updated 2026-09-30

Habitat Landscape Management Pty Ltd · ABN 81 663 298 691 · T/A Habitat Landscape Design

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These terms apply to every engagement with **Habitat Landscape Design** (Habitat Landscape Management Pty Ltd, ABN 81 663 298 691), including all design packages — Landscape Plan, Landscape Concept Plan, Landscape Masterplan and Council Landscape Plan — builder/developer commissions, and packages engaged under earlier names (Concept + Planting, Concept + Master Plan, Plant Plan, Remote Concept + Planting, Direction Brief, DA compliance plans).

The fee proposal you've received covers your package, fees, stages, and timeline. These terms cover everything else — what's in scope, what's out, how plans can be used, how I handle photos, what happens if something goes wrong, and the standard legal bits. Read alongside the fee proposal.

By engaging Habitat's services — paying the Stage 1 invoice — you accept these terms.

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1. What I do

Habitat is a landscape design practice. I produce design documentation — concept plans, master plans, planting plans, setout drawings, design narratives, materials notes, and the related deliverables described in your fee proposal.

I'm available for design-clarification questions at handover (initial review of the plans). Ongoing queries once construction is underway, or coordination with other trades, are out of scope unless engaged separately — I'll quote and agree the cost before starting any such work.

For projects with DA conditions or planning constraints, I design in response to council requirements, planning controls, and professional reports disclosed to me for the project — applying those constraints to achieve your landscape development outcomes. This is landscape design informed by your planning context, not a formal planning or compliance assessment. Compliance certification and formal planning opinions are the responsibility of your certifier or planning consultant (clause 2).

2. What I don't do

Habitat is design-only. I don't:

- **Build.** No physical construction, no on-site supervision during construction, no contractor management on your behalf.
- **Quote build costs.** I can give indicative ranges for budgeting and design intent, based on the site and scope information available at the time; landscapers, builders, and trades quote the actual construction. Any budget or cost figure I give relating to construction, installation, or implementation

— as distinct from Habitat's own design fees, set out in your fee proposal — is a professional opinion formed on the information available at the time, not a guaranteed price or a quote Habitat is bound to.

- **Guarantee species, product, or material outcomes.** Species, product, and material recommendations reflect professional design judgement, formed with reasonable care and skill and intended to be fit for the site and purpose disclosed to me at the time — not a guarantee of nursery/supplier availability, cultivar consistency, or how an individual specimen or product performs once installed, established, and maintained.
- **Certify compliance.** I work with reference to council planning codes (City Plan, deep-soil ratios, canopy requirements, etc.), but I'm not a planning consultant or certifier. Formal compliance certification is the responsibility of your planning consultant, certifier, or the relevant licensed professional.
- **Verify boundaries, easements, services, levels, or sub-surface conditions.** Surveyors and engineers do that. My plans assume the boundaries and levels you've supplied are accurate. Where no client-supplied site data is available and I work from council mapping, cadastral records, or aerial imagery for design intent, the same limit applies — these sources are indicative only and are not a substitute for a surveyor's or engineer's confirmation. The accuracy of council and cadastral data is not Habitat's responsibility.
- **Cover preparation, certification, or technical disciplines outside landscape design.** Earthworks scoping, structural engineering, hydraulic and stormwater design, electrical, irrigation engineering, arboricultural assessment, building certification, and the like sit with the relevant licensed professional or contractor. I can flag what the project is likely to need; I don't deliver it.
- **Provide structural, geotechnical, hydraulic, or engineering advice.** Where structural elements are involved (retaining walls above 1m, suspended slabs, large trees near footings, pool engineering), the relevant licensed engineer's input is required and should be commissioned separately.

3. Property reports + site overlays

Where I review property reports, council mapping, or environmental overlays during the design process, I do so to inform design intent — not as a professional planning, environmental, or geotechnical assessment.

The accuracy and completeness of publicly available council and government mapping tools is not guaranteed by the mapping provider or by Habitat. Information such as easements, underground services, and registered interests may not be visible in these tools, may be inaccurate, or may have changed. This information is indicative only. It is the client's responsibility to verify all constraints with the relevant authority before relying on this information for any purpose, including design decisions, DA applications, quoting, or construction.

If an overlay or constraint comes up that materially affects the design (landslide, flood, overland flow path, acid sulfate soils, vegetation, easement, etc.), I'll flag it on the plan and recommend you discuss it with

council, your surveyor, or the relevant licensed professional. I don't interpret the regulatory impact of overlays on your build — that's their job.

3A. Information required at design commencement

Design is based on documents and site information brought directly to Habitat's attention before design commences — by email, direct message, or verbal confirmation at the workshop. A file uploaded to the shared folder but not explicitly flagged to Habitat does not constitute provision under this clause.

Before design commences, please provide: (a) site photos and any survey or levels data available; (b) building plans, if the project involves a new build or extension; (c) development approval (DA) and council conditions documents, if applicable; and (d) any professional reports containing landscape-specific requirements already on file — arborist, geotechnical, hydraulic, bushfire BAL, or acoustic.

Documents disclosed after design has commenced may require a scope variation. Habitat will advise within 5 business days of receiving a late document.

Where a document is not disclosed at commencement, Habitat's liability in respect of that document is limited to work completed after its receipt. This does not affect your rights under the Australian Consumer Law (clause 12).

4. How payment works

Fees, stages, and timing are in your fee proposal. Standard rules:

- Each stage is invoiced and must be paid before that stage's deliverable is released. Final PDFs hand over once payment clears.
- Video presentations of the work happen *before* payment so you see the work first; final PDFs follow once payment clears.
- Source files (Vectorworks, SketchUp, AutoCAD native, working renders, layered files) remain Habitat's property and are not transferred unless explicitly agreed in the fee proposal. Your licence under clause 5 covers the delivered PDFs.
- Invoices unpaid past 14 days = work pauses until cleared; 1.5% per month (18% per annum) late fee applies after 14 days, reflecting financing cost and admin overhead — not a penalty.
- If the brief changes mid-project (scope goes up, area added, etc.), I'll flag it and re-quote before carrying on.
- Fee proposals are valid for 30 days from issue. After 30 days, the proposal must be re-issued at then-current rates.

Upgrading a Landscape Concept Plan to a Landscape Masterplan

Once your concept is resolved, you can upgrade to the Landscape Masterplan.

- **What it costs:** upgrading converts the engagement to the standard Landscape Masterplan — three stages of $2,200, $6,600 inc GST in total. Having paid the $4,400 Concept Plan fee, you pay one

further stage of $2,200. Upgrades are priced at the rates current when the upgrade is requested, and confirmed on a short fee proposal before work starts.

- **What's needed:** a DXF site file from your architect, surveyor or drafter, as for any Landscape Masterplan.
- **Turnaround:** about 3 weeks from the upgrade being confirmed and the DXF site file received.

Upgrading a Concept + Planting engagement (earlier package)

Clients engaged under the earlier Concept + Planting package may upgrade to the Landscape Masterplan on request. The upgrade is not pitched, scheduled, or recommended once the engagement has begun.

- **What it costs:** upgrading converts the engagement to the standard Landscape Masterplan — three stages of $2,200, $6,600 inc GST in total. A client who has already paid the $4,400 Concept + Planting fee pays one further stage of $2,200. Upgrades are priced at the rates current when the upgrade is requested.
- **What the final stage delivers:** where the upgrade is committed to before the planting plan has been delivered, the planting plan is held and delivered together with the master plan, so it picks up any changes made during master planning. Where Concept + Planting was completed in full first, the final stage delivers the master plan only.
- **Turnaround:** 2 weeks from the upgrade being confirmed to master plan delivery.

Included revisions

Where your package or fee proposal includes a revision round (Council Landscape Plans, Landscape Plans, and others as noted), that revision covers reasonable scope adjustments after first delivery — e.g. council feedback on species selection, certifier comments, client refinements. This applies regardless of who triggers the revision (council reviewer, certifier, planning consultant, owner).

Included revisions have no expiry. If you, council, a certifier, or a third party take time to come back with feedback or required changes, the included revision is honoured whenever notification arrives, and completed within a reasonable timeframe of receipt at no additional cost.

Substantive changes outside the included scope

Subsequent revision rounds — or revisions arising from a substantive scope change (additional planted area, a different DA condition, a re-issued site survey, scope expansion) — are quoted and agreed before work commences. No standing hourly rate; I'll flag it and quote before carrying on, same as any other scope change.

5. Plans + copyright

Habitat retains copyright in all design documentation produced — concept plans, master plans, planting plans, drawings, renders, narratives, schedules.

Once you've paid for a stage, you have a non-exclusive licence to use those deliverables **for the project at the property described in the fee proposal** — including for council submissions, contractor pricing,

and ongoing reference.

You don't get the right to:

- Use the plans on another property
- Resell, sublicense, or transfer the plans to someone else
- Modify the plans (or have someone else modify them) and present the result as Habitat's work
- Use the plans for a project Habitat has not been engaged to design

If you want to use Habitat's plans on a different property or in a way not covered above, get in touch — happy to discuss a separate licence.

Use of plans for construction

The plans Habitat produces are **design intent** — drawings, planting schedules, and design narratives formatted for a landscaper to build a detailed estimate from. They are not construction-set drawings. A good landscaper always check-measures on site before finalising pricing, and the actual build references the property survey, structural drawings, and any engineering documentation that the landscaper or your other consultants put together for the construction phase.

All levels and dimensions on Habitat plans are indicative and for design intent only. Surveyor or engineer to confirm for construction.

Where your plans include a staging plan, it sets out design priorities: what to do first, what can wait, and why. It isn't a construction program. Construction means, methods, sequencing and timing are determined by your building contractor.

6. Photos + marketing

Habitat may photograph your project (in progress and after completion) and use those photos, along with your plans and design documentation, in marketing — website portfolio, Google Business Profile, social media, case studies, blog posts, sample decks, brochures, and fee-proposal exhibits for prospective clients.

Sanitisation default. Plans, drawings, and design documentation used in marketing are **sanitised** by default — client name replaced with first name, initials, or a generic reference ("private residence — Burleigh"), and property address replaced with a generic locality ("SE QLD canal-end lot"). Where Habitat publishes a sanitised plan or deck as a sample on the website (e.g. `Sample_Plant_Plan`, `Sample_Concept_Plan`, `Sample_Master_Plan`), the underlying project is not identifiable.

I use your first name only (or initials, or a coded reference like "private residence — Burleigh") unless you specifically agree to fuller identification. Address details are never published. For builder, developer, or commercial-context engagements, the trading entity name may be referenced unless opt-out applies.

If you'd prefer the project not appear in marketing at all, just let me know in writing — happy to oblige. Material already published at the time of opt-out will be removed from Habitat's controlled channels (website, owned social) within 14 days. Third-party syndicated copies are best-effort removal.

7. Introductions to landscapers + maintenance teams — disclosure

Habitat regularly introduces clients to a small number of independent landscape construction and maintenance contractors on the Gold Coast and surrounds, where the contractor's services match the project's needs.

Some of these contractors pay Habitat an introduction commission if you choose to engage them — typically 2.5–5% of contract value for one-off projects (build, hardscape, pool, fencing, irrigation, gardening installs, and the like), or 2.5–5% of invoiced value across the 12 months following introduction for recurring services (maintenance, ongoing care). The commission is paid by the contractor to Habitat, not by you.

This arrangement doesn't affect the price you pay the contractor or the design recommendation I make to you. Habitat is design-only and doesn't build. I recommend contractors based on fit for your project. You're free to engage any contractor you choose, including those Habitat has no commercial relationship with.

By engaging Habitat's services, you acknowledge you've been informed of these arrangements. Where I introduce a specific contractor, I'll name them and confirm whether a commission arrangement applies — and the commission rate — at the time of the introduction.

Recommendations are made in good faith based on prior experience. Habitat doesn't guarantee any third party's performance or pricing.

(Disclosure provided in compliance with the Criminal Code Act 1899 (Qld) ss 442B–442G.)

8. If something goes wrong — liability

Habitat does its best work, but design is a creative + technical practice and sometimes things don't land as expected. Here's the framework:

- My maximum liability for any claim arising out of an engagement is **capped at the total fees paid to Habitat for that engagement.** *That engagement* = the specific package or fee proposal under which the claim arises; subsequent fee proposals create separate engagements with separate caps.
- I'm not liable for indirect, consequential, or economic loss — including lost time, lost rental income, holding costs, or contractor pricing variations.
- I'm not liable for build cost, construction quality, contractor performance, or any work undertaken by a third party — including any landscaper, builder, or contractor I recommend or introduce.
- I'm not liable for the accuracy of information you supply (boundary surveys, levels, contour data, soil reports) or for omissions in council mapping / property reports.
- Budget/cost figures relating to construction, installation, or implementation (as opposed to Habitat's own design fees), and species/product/material recommendations, are professional opinions formed with reasonable care and skill on the information available at the time — not a guaranteed outcome, availability, or price.

This clause does not exclude any liability that cannot be lawfully excluded under the Australian Consumer Law (see clause 12).

9. Cancellation + termination

You can cancel at any time. Fees paid up to the cancellation point are non-refundable for work already completed; fees for stages not yet commenced are refunded in full. Where you cancel because Habitat has failed to meet a consumer guarantee under clause 12, your remedies under the Australian Consumer Law apply alongside this provision.

I can pause or terminate the engagement if:

- Invoices remain unpaid more than 30 days past due
- The scope changes materially and we can't agree on a re-quote
- The working relationship breaks down in a way that's incompatible with continuing (rare, but reserved)

Where Habitat initiates termination at no fault of the client (e.g. I'm unable to continue), work completed to that point is delivered for no additional fee beyond what's already been paid. Where termination is due to client non-payment, material breach, or a working-relationship breakdown caused by the client, work-in-progress is not released.

10. Communication + notices

Email is the primary channel for project communication. Notices, scope changes, approvals, and termination notices given by email are binding.

Notices to: kieran@habitatlandscape.com.au (Habitat) and the email address listed on your fee proposal / Stage 1 invoice (you). If your contact email changes mid-engagement, tell me in writing.

I'll respond to emails within 2 business days during active project phases. If something is genuinely urgent, call or text 0473 959 882 — but most things are best in writing so we both have a record.

11. Privacy

Habitat collects and stores your personal information (name, contact details, property address, project information) for the purpose of delivering your project and the related administrative work (invoicing, future project reference, marketing communications you've opted into).

I don't sell, trade, or share your personal information with third parties except as required to deliver the project (e.g. printing services, council submissions where you've authorised them) or as required by law.

Recordings. Where I record a workshop, consultation, or video walkthrough (audio or video), the recording is used only to compile design notes for your project. Recordings are not retained by Habitat beyond the scope of the engagement, and are deleted at project completion or sooner on request.

Retention. General project records (name, contact details, project documentation, invoicing) are retained for 7 years post-engagement to meet ATO record-keeping requirements, then deleted on the next

housekeeping cycle.

If you want to know what's on file about you, just ask.

12. Your consumer rights

Where Australian Consumer Law guarantees apply (services under $100,000, or services of a kind ordinarily acquired for personal, domestic, or household use), the ACL gives you guarantees that cannot be excluded — services performed with due care and skill, fit for the purpose you've described, delivered within a reasonable time.

Nothing in these terms limits or excludes those rights. If something I deliver doesn't meet a consumer guarantee, your remedies under the ACL are available alongside anything in this agreement.

13. Sorting out disagreements

If something goes sideways:

1. Tell me first, by email. Most things are misunderstandings and resolve in a single conversation.
2. If we can't sort it directly within 14 days, either of us can refer the matter to the Queensland Civil and Administrative Tribunal (QCAT) for residential matters, or to mediation through the Queensland Law Society for commercial matters.
3. Court is the last resort, not the first.

These terms are governed by the laws of Queensland, Australia.

14. Indemnity

You indemnify Habitat against any third-party claim arising from your use of the plans contrary to clause 5 — including unauthorised use on another property, modification presented as Habitat's work, transfer or sublicence to another party, or use of the plans for a project Habitat was not engaged to design.

This indemnity does not extend to liability that cannot be lawfully indemnified (negligence, wilful misconduct, or any liability arising under the Australian Consumer Law).

15. General provisions

Subcontracting. Habitat may engage subcontractors to assist with discrete deliverables (drafting, rendering, plant sourcing, photography). Habitat remains responsible to you for the work.

Severability. If any clause of these terms is found unenforceable, the remainder continues in effect.

Force majeure. Habitat is not liable for delays or non-performance caused by events beyond reasonable control — including illness, natural disaster, third-party system outages, or government directives. Where such an event materially affects delivery, I'll communicate the impact and revised timeline.

GST. All fees in your fee proposal are inclusive of GST unless explicitly stated otherwise.

Entire agreement. These terms together with your fee proposal form the entire agreement between you and Habitat for the engagement. They supersede any prior verbal or written discussions on the same subject matter, save for explicit written variations agreed by both parties.

16. Signing off

Engagement is confirmed by payment of the Stage 1 invoice for your project. By engaging Habitat's services in this way, you accept these terms together with the fee proposal you've received.

If something here doesn't sit right, raise it before paying — happy to discuss. After payment, these terms apply to the engagement.

Habitat Landscape Management Pty Ltd Trading as Habitat Landscape Design ABN 81 663 298 691
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Version 1.11, last updated 2026-09-30.