

Website Terms & Conditions

Last updated: 27/09/2026 · ABN 71 614 970 795 · Builder's Licence No. BLD330494

1. Introduction

These Terms & Conditions ("Terms") govern your access to and use of the website located at www.kdesign2build.com (the "Website"), operated by KOUBAN Group (ABN: 71 614 970 795) ("KOUBAN Group", "we", "us" or "our").

By accessing or using this Website, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use this Website.

2. Who We Are and What This Website Is For

2.1 We are a family-owned design-and-build business based at 470 Seaview Road, Henley Beach SA 5022. Builder's Licence No: BLD330494.

2.2 This Website showcases our residential and commercial construction and concrete work, describes our services, and lets you contact us about a potential project.

2.3 This Website is for information and marketing only. Nothing on it is an offer to supply building work, design work or any other service, and nothing on it forms part of any contract unless that contract expressly says so.

3. Using the Website

3.1 You may use this Website only for lawful purposes and in line with these Terms.

3.2 You must not:

- (a) submit false, misleading or impersonated enquiries, or enquiries made on someone else's behalf without their authority;
- (b) copy, scrape, harvest or data-mine any content, contact details or images, whether manually or by automated means;
- (c) upload or transmit viruses, malware or any code designed to damage, disrupt or gain unauthorised access to the Website or our systems;
- (d) attempt to bypass any security feature, or interfere with the Website's operation or other visitors' use of it;
- (e) use the Website or its content to send unsolicited commercial messages; or
- (f) frame, mirror or reproduce the Website, or present its content as your own or as associated with another business.

3.3 We may restrict or block access to the Website, or disregard any enquiry, where we reasonably believe these Terms have been breached.

4. General Information Only

4.1 Content on this Website is general in nature. It is not professional, engineering, building, planning, legal or financial advice, and it does not take your site, budget or circumstances into account.

4.2 We make no representation that any design, method, product or finish shown is suitable for your land or project. Suitability depends on factors such as soil classification, site conditions, engineering, services and planning controls. You should satisfy yourself through a site assessment, qualified professional advice and a written quote before making any decision.

4.3 All building work is subject to development and building approvals from the relevant authority. Nothing on this Website is a representation that any approval will be granted, or granted within a particular time or on particular conditions.

4.4 Content is provided E&OE (errors and omissions excepted) and may be updated or removed at any time without notice.

5. Portfolio, Images, Plans and Renders

5.1 Project photographs, descriptions, plans, renders, elevations and figures (including cost, size, duration and project type) are shown for illustration only.

5.2 Images may include furniture, landscaping, finishes, fixtures or features that were supplied by others, were client selections, or are not part of our standard scope.

5.3 Some images are licensed stock photography used where project-specific images are not yet available. Stock images do not show our completed work unless stated.

5.4 Renders and artist's impressions are indicative and the finished work may differ. Precise dimensions, specifications and inclusions are set out only in the drawings and documents provided under a signed contract.

5.5 Projects are shown with the owner's consent where required. Addresses and identifying details may be omitted or generalised to protect client privacy.

6. Pricing, Estimates and Promotions

6.1 Any price, "from" price, cost range or project value on this Website is indicative only. It is not a quote, estimate or offer for your project.

6.2 Unless stated otherwise, indicative prices exclude site-specific costs such as site works, excavation beyond standard allowances, rock removal, footing upgrades, engineering, soil and survey reports, council and approval fees, service connections, retaining, and variations. Prices include GST only where stated.

6.3 Prices may change without notice due to material, labour and market conditions. The price for your project is the one set out in a written quote or contract issued by us.

6.4 Any promotion or offer is subject to its own stated conditions, is available for the stated period only, and cannot be combined with another offer unless we say so in writing.

7. Testimonials and Reviews

7.1 Testimonials reflect the individual experience and opinion of the client concerned. They do not guarantee that you will receive the same outcome, cost or timeframe.

7.2 Testimonials are published with the client's permission and may be edited for length or clarity without changing their meaning. We do not pay for or offer incentives for testimonials unless we disclose that alongside them.

8. Enquiries, Quotes and Contracts

8.1 Submitting an enquiry, calling or emailing us is a request for information only. It does not create a contract, reserve a start date or oblige either of us to proceed.

8.2 You must give accurate and complete information in any enquiry. You confirm you are authorised to enquire about the property or project you describe.

8.3 By submitting an enquiry, you agree that we may contact you by phone, email or text message about that enquiry and the services you asked about.

8.4 Any quote we issue is valid only for the period and on the conditions stated in it. Building work proceeds only under a separate written contract signed by both parties, which will comply with applicable building legislation.

8.5 If anything on this Website is inconsistent with a quote or contract issued by us, the quote or contract prevails.

8.6 If you send us plans, drawings, photos or documents, you keep ownership of them. You confirm you have the right to share them, and you permit us to use them to assess your enquiry and prepare a quote. We will not publish them without your consent.

9. Privacy, Cookies and Marketing Messages

9.1 We collect the personal information you give us through enquiry forms, email or phone (such as your name, contact details, property address and project details) to respond to your enquiry, prepare quotes and deliver services.

9.2 We do not sell your personal information. We share it only with people who help us assess or deliver your project (such as designers, engineers, certifiers and trades), with service providers who host or support this Website, or where the law requires it.

9.3 We take reasonable steps to keep your information secure and to handle it in line with applicable privacy law, including the *Privacy Act 1988* (Cth) where it applies to us. You may ask to access or correct your information by contacting us.

9.4 This Website may use cookies and analytics tools to understand how visitors use it. You can disable cookies in your browser, although some features may then not work.

9.5 We will only send you marketing messages with your consent, and every marketing email or text will include a way to unsubscribe, in line with the *Spam Act 2003* (Cth).

10. Intellectual Property and Trade Marks

10.1 All content on this Website, including text, photographs, plans, renders, graphics, logos, layout and design, is owned by us or used under licence, and is protected by Australian and international intellectual property laws.

10.2 The name KOUBAN Group, and its logo and brand elements, are ours. You must not use them without our prior written consent, including in domain names, advertising, social media handles or search engine keywords.

10.3 You may view and print pages for your own personal, non-commercial use in considering our services. Any other use, including copying our designs, plans or project images, requires our prior written consent.

10.4 Designs and plans shown on this Website remain our property, or the property of the relevant designer or owner. Viewing them does not give you any right to build from them.

11. Third-Party Links and Content

11.1 This Website may link to, or embed content from, third parties such as suppliers, review platforms, maps and social media. We do not control that content and are not responsible for its accuracy, availability or privacy practices.

11.2 A link or embed is not an endorsement. Your use of any third-party site or service is governed by that party's own terms.

11.3 Product information, brand names and specifications from suppliers are provided in good faith. Manufacturers may change products or specifications without notice.

12. Website Availability and Security

12.1 We do not guarantee the Website will be available at all times, uninterrupted or error-free. We may suspend, change or withdraw any part of it without notice, including for maintenance.

12.2 We take reasonable steps to keep the Website secure, but we cannot guarantee it is free of viruses or other harmful components. You are responsible for protecting your own devices and data.

12.3 Information sent over the internet is not completely secure. Please do not send sensitive documents, such as identity or bank details, through the enquiry form.

13. Warranties and Australian Consumer Law

13.1 Nothing on this Website is a warranty or guarantee about building work. Warranties for building work are those set out in your contract and those implied by law, including under the *Building Work Contractors Act 1995* (SA).

13.2 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these Terms excludes, restricts or modifies any right, guarantee or remedy you have under the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified.

14. Limitation of Liability

14.1 Subject to Section 13, and to the maximum extent permitted by law, we exclude all warranties, representations and conditions about this Website and its content, whether express or implied.

14.2 Subject to Section 13, and to the maximum extent permitted by law, we are not liable for any loss or damage, including indirect or consequential loss, loss of profit, loss of data or loss of opportunity, arising from:

- (a) your use of, or inability to use, this Website;
- (b) your reliance on any content, including portfolio figures, indicative prices, images or general information; or
- (c) any third-party site, content or service linked to or embedded in this Website.

14.3 Where our liability cannot be excluded but can be limited, it is limited, at our option, to supplying the relevant service again or paying the cost of having it supplied again.

15. Indemnity

You indemnify us, our directors, employees and agents against any claim, loss, damage, cost or expense (including reasonable legal costs) arising from your breach of these Terms, your misuse of this Website, or any material you send us that infringes someone else's rights. This does not apply to the extent the loss was caused by our own negligence or breach.

16. Changes to These Terms

We may update these Terms at any time by publishing a revised version on this Website, with a new "Last updated" date. The revised Terms apply from publication. Please check this page when you visit, because continuing to use the Website means you accept the current Terms.

17. General

17.1 If any provision of these Terms is invalid or unenforceable, it is read down or severed to the extent necessary, and the rest of these Terms continue in effect.

17.2 Our failure or delay in enforcing any provision is not a waiver of our rights.

17.3 These Terms, together with any policy referred to in them, govern your use of this Website. A signed quote or contract for services governs that work and prevails over these Terms to the extent of any

inconsistency.

17.4 Nothing in these Terms creates a partnership, agency, employment or joint venture relationship between you and us.

17.5 The Website is operated from South Australia. If you access it from elsewhere, you are responsible for complying with local laws.

18. Governing Law

These Terms are governed by the laws of South Australia. You submit to the non-exclusive jurisdiction of the courts of South Australia, and courts entitled to hear appeals from them, for any dispute about these Terms or this Website.

19. Contact Us

For questions, complaints or requests about these Terms, your personal information or this Website, contact us:

KOUBAN Group

Email: admin@kdesign2build.com

Phone: 0458 301 589

Address: 470 Seaview Road, Henley Beach SA 5022

ABN: 71 614 970 795 · Builder's Licence No. BLD330494