HOME

I think we should replace this screen with the CAS WEBSITE HOME SCREEN

CAS

**Compliance Data Management System**

for the building,construction and related industries

The CAS enables the checking of work on site using hand held devices (i.e. Palm Pilots) and the efficient management of the compliance data via an Internet connection to a remote computer database.

* [More about the CAS and how it works](https://abeservices.netlify.app/" \l "/how)
* [More about the CAS for Contractors and Subcontractors](https://abeservices.netlify.app/" \l "/contractors)
* [More about the CAS for Clients, Superintendents and others engaging and monitoring contractors.](https://abeservices.netlify.app/" \l "/clients)

The CAS will commence commercial operations later this year - Details will be in "News"

Meanwhile trial user licences are available for the iphone app.

**Please contact John and Mike for details, email**[**abeservices@outlook.com**](mailto:abeservices@outlook.com)

HOW IT WORKS

CAS - How it Works

***CAS makes demonstrating compliance on construction projects easy.***

***CAS = Construction Assurance Solutions***

[1. The CAS Concept](file:///Users/MikeEvans/Documents/AMS%20Documents/ABE%20Services/ABE%20-%20Web%20Site/John's%20Web%20Material%2010-06/LightABE/CDMS_How_it_works.htm" \l "A1" \t "_top)  
2. [Using the CAS on Projects](file:///Users/MikeEvans/Documents/AMS%20Documents/ABE%20Services/ABE%20-%20Web%20Site/John's%20Web%20Material%2010-06/LightABE/CDMS_How_it_works.htm" \l "WhatistheCDMS)  
3. [Getting started](file:///Users/MikeEvans/Documents/AMS%20Documents/ABE%20Services/ABE%20-%20Web%20Site/John's%20Web%20Material%2010-06/LightABE/CDMS_How_it_works.htm#A2)  
4. [Setting up ITP's](file:///Users/MikeEvans/Documents/AMS%20Documents/ABE%20Services/ABE%20-%20Web%20Site/John's%20Web%20Material%2010-06/LightABE/CDMS_How_it_works.htm#A3)  
5. [Recording data](file:///Users/MikeEvans/Documents/AMS%20Documents/ABE%20Services/ABE%20-%20Web%20Site/John's%20Web%20Material%2010-06/LightABE/CDMS_How_it_works.htm#A4)   
6. [Viewing reports](file:///Users/MikeEvans/Documents/AMS%20Documents/ABE%20Services/ABE%20-%20Web%20Site/John's%20Web%20Material%2010-06/LightABE/CDMS_How_it_works.htm#A5)  
7. [Providing access to others](file:///Users/MikeEvans/Documents/AMS%20Documents/ABE%20Services/ABE%20-%20Web%20Site/John's%20Web%20Material%2010-06/LightABE/CDMS_How_it_works.htm#A6)  
8. [Hardware and Software Requirements](file:///Users/MikeEvans/Documents/AMS%20Documents/ABE%20Services/ABE%20-%20Web%20Site/John's%20Web%20Material%2010-06/LightABE/CDMS_How_it_works.htm#Requirements)9. [Palm Capacity Limitation](file:///Users/MikeEvans/Documents/AMS%20Documents/ABE%20Services/ABE%20-%20Web%20Site/John's%20Web%20Material%2010-06/LightABE/CDMS_How_it_works.htm#Capacity)

#### The CAS Concept

### Diagram Description automatically generated

The diagram identifies the three major elements of the CAS:

1. The preparation and authorisation of Inspection and Test Plans (ITP's) on a remote database,  
2. The collection of data ‘in the field’ by:

a. Downloading the ITP's to a Portable Digital Assistant (PDA) – eg an iphone,  
b. Marking off completed tasks on the PDA at the workface,  
c. Uploading the completed tasks from the PDA to the database, and finally

3. The viewing/printing of reports on the status of the ITP's.

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#### Using the CAS on Projects

The CAS manages the development and sign-off of checking of work on a **Project.** **Inspection and Test Plans (ITP's)** are the tool used to plan the checking of work (i.e. the inspection and test processes) for activities on a construction project.   ITP's are the central plank of Quality Assurance on construction projects.

Each **Project** has one or more **ITP's** covering the activities on the project, e.g. for bricklaying, roofing, etc.In the CAS an **ITP** contains a number of steps that define the process for doing the work (called **Process Steps**) and the points at which checks (verification) are carried out (called **Verification Points**).

**Process Steps**are the steps taken to deliver the work. **Verification Points** define the checks to be done at specific points in the work process to confirm/demonstrate compliance with specified requirements.  On the CAS web site both **Process Steps** and **Verification Points** are visible but only **Verification Points**are downloaded onto the PDA .

**Verification Points**have one or more **Criteria** setting out in detail what specified requirements must be met.

A **Verification Point**may have some explanation attached to it, defined in a**Details**section, explaining the relevance of the **Verification Point,** such as references to relevant industry standards.

Additionally, there is the provision on the PDA to record **Follow up Actions** when a **Verification Point** can't be ticked off the first time it is checked.  (In the Quality Assurance Standard ISO 9001:2000 these are termed a non-conformance. The CAS provides a very easy way to record these.  This helps control work and provides valuable feedback to identify improvements.)

**ITP's** are assigned **Work Lots.** A **Work Lot** defines the work that is covered by the check being undertaken.  As an example an **ITP (**for say "Roof Cladding") may have assigned to it two or more **Work Lots,**e.g. for the East side of the building and for the West side of the building.

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#### Getting started

To get started a user first needs to sign up with ABE Services Pty Ltd. Once signed up the user will be provided with a password to access the CAS. The initial user will be given access as an administrator. As an administrator the user will be able to assign any other licence holders as an administrator or a checker.

An administrator has the ability to establish projects, create/modify ITP's and associated work lots, and assigns specific ITP's to individual Checkers. A Checker, on the other hand can only complete the activities viewed on his/her allocated PDA, as well being able to download and upload data to the PDA.

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#### Setting up ITP’s

The process of developing ITP's has been simplified by the provision of industry standard ITP templates. These templates are provided to users either directly by ABE Services Pty Ltd, or by a relevant industry association to its members.

These ITP templates can be copied into a user area and then into a project and used as is, or modified to suit the particular project. If needed the user can create ITP's from scratch. Because ITP's for a project are drawn from a list of templates developed/copied/modified by the user, then these user templates can be used over and over again from project to project. In fact entire projects can be copied to like projects to further speed up ITP preparation.  
The setting up of projects and ITP's is undertaken by the user assigned the role of administrator.

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#### Recording data

When ready to undertake an inspection to collect compliance data, the Checker would synchronise his/her PDA with the remote database to download the compliance/inspection documentation to the PDA.

The user then takes the PDA ‘into the field’ and completes the activities required by the compliance/inspection planning documentation loaded onto the PDA, by recording data into the mobile device as required by the downloaded documentation.

The data recorded either confirms compliance with requirements, or where compliance cannot be achieved, identifies a follow-up action to be undertaken before a subsequent inspection is carried out. The action also identifies if there are client requirements to be addressed.

On completion of inspection activities the user synchronises the PDA with the database, uploading the data collected.

The uploaded data populates the compliance/inspection documentation to provide a record of compliance actions.

All activity on the PDA is date stamped.

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#### Viewing reports

The user can review ITP's and associated compliance data in an appropriate reporting format (onscreen or printed reports). Reports available cover the ITP, the ITP with collected data (the name of the checker, the data and time when each activity was signed off, work lots used and non-conformance reports.

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#### Providing access to others

If the administrator wishes to, the administrator can grant to external parties an on line view of the ITP's and other reports. This allows project compliance information to be shared with others (clients, superintendents, project managers) in real time. These external users may only view data. They cannot alter data.

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CONTRACTORS

Benefits of the CAS to Contractors and SubContractors

The CAS provides Contractors and Sub-Contractors with:

* Less paperwork;
* Quick and easy recording of inspection and testing;
* A clear framework for checking so it is clear what has been checked and what is to be checked;
* Facilitates Checker’s access to relevant key information;
* Automatic date and time recording of checks recorded;
* Quick and easy recording of nonconformance (we call them Follow Up Actions) so recording them helps not hinders;
* Facilitates monitoring of subcontractors and obtaining their compliance records;
* Clear and comprehensive reports of inspection and testing for you and your customers;
* Facilitates compilation of compliance records;
* Facilitates early identification of potential issues and problem projects;
* Facilitates the set up of Inspection and Test Plans (ITP's) through availability of model ITP's and the ability to copy previous ones;
* Easy fit into existing Quality System.

CLIENTS

Benefits to Clients, Superintendents and Project Managers

The CAS provides Clients, Superintendents and Project Managers with:

* On-line access to contractor’s plans for inspection and testing (ITPs);
* On-line access to contractors’ records of checking compliance of work, including for date, time and person undertaking checks; and
* On-line access to contractor’s nonconformance (Follow Up Action) records.

With the use of these capabilities, combined with the contractors’ use of the CAS with its advantages for assisting in their work, the benefits to Clients, Superintendents and Project Managers include:

* Enabling ***effective monitoring*** arrangements that provide genuine confidence in constructed works;
* ***Increased efficiency*** in monitoring through on-line access to planning and compliance records;
* Improved communication;
* Facilitation of early identification of potential issues and problem projects;
* Ready ***demonstration of accountability***.

SERVICE

## CAS Service

The CAS is a Compliance Data Management Service utilising portable digital assistants (PDA's), the internet and a main computer database, to provide on-the-job compliance information and capture and collate construction data related to product or service compliance.

The scope of the CAS ITP Service provides for planning and recording of compliance through Inspection and Test Plans, ITP's. It includes the following functionalities:

* Creation of ITP's on the CAS, including by copying and customizing;
* Downloading of ITP's to PDA's;
* Recording of compliance on PDA's;
* Uploading of recorded compliance from PDA's; and
* Viewing and printing reports from the CAS.

The CAS ITP Service is intended for use by contractors, subcontractors and others planning and recording the checking of work.

The CAS ITP Service is also a valuable aid to contractors' and subcontractors' customers as it enables them to see records of checks undertaken, including when and by whom. There is no additional charge to those purchasing the CAS ITP Service for providing their customers with on line access to view reports of checks, etc. Such access is of course, only granted with the permission of the party purchasing the CAS ITP Service.

CAS is not currently available on a commercial basis. It may be used free on a trial basis.

To trial CAS apply using the Contact us screen.

In applying to trial CAS you agree to indemnify the providers of CAS in regard to any claim in regard to your use of the service.

CONTACT US

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| Richard to provide. (Do not show emails, phone numbers or addresses) Contact Us  Contact us for free trial or for other enquiies by completing items below:   |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | Top of Form   |  | | --- | | Name: | | Company: | | Phone: | | E-mail: | | Please confirm your E-mail: | | |  | | --- | | Please tell us where you found us: |    Please Select One ----> Alltheweb AltaVista AOL Ask Jeeves Excite Google Go Goto Hotbot Infoseek Lycos MSN Snap Web Crawler Yahoo Banner Ad Friend Website News Group Magazine/Newspaper Radio Other |  |  | | --- | | Comments/Questions: |     Bottom of Form | |  | | --- | |  | | |

LINKS

## I suggest we delete this page for now.

## Links

|  |  |
| --- | --- |
| Australian Standards: | [www.standards.com.au](http://www.standards.com.au) |
| Master Builders Association of the ACT: | [www.mba.org.au](http://www.mba.org.au) |
|  |  |
|  |  |
| **Quality Management consultancy services:** |  |
|  |  |
| Assurance Management Services Pty Ltd: | [www.amspl.com.au](http://www.amspl.com.au) |
| SAI Global: | [www.saiglobal.com.au](http://www.saiglobal.com.au) |

NEWS

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## CAS Starts Commercial Operations

Following trials in 2004, the first customer, Urban Contractors Pty Ltd, signed up for the CAS in December.

The CAS is now being used on several projects in the ACT, including four by Urban Contractors Pty Ltd.

## CAS Features in Canberra "Innovation and Beyond" Forum

The CAS featured as one of the case study presentations at the Business ACT sponsored forum "Innovation and Beyond" held at the Museum of Australia on 10 March 2005. Download a [PDF](%3c%25=request.getContextPath()%25%3e/downloads/InnovationForum.ppt)copy of the InnovationForum.ppt PowerPoint presentation.

## ****CAS Features in ACT Engineering Excellence Awards****

In September 2005 the Canberra Division of Engineers Australia conducted the ACT Engineering Excellence Awards. The CAS featured in the submission of NJ Construction Pty Ltd, which achieved a Highly Commended Award. NJ Construction used the CAS to monitor the construction of the Murrarie 110kV transmission line through environmentally sensitive mangrove swamps. Helicopters were used to lay draw wires and then state of the art stringing machinery was used to complete the stringing of the transmission line. Further details can be found at [http://www.ieaust.org.au/about\_us/divisions/canberra/index.html](http://www.ieaust.org.au/about_us/divisions/canberra/index.html%20)

LOGIN

## Login Screen

## Covered by Contact Us Screen

ABOUT US

## I suggest we delete this page if not forming a Partnership. If forming Partnership include as below

## About ABE Services

**ABE Services** is a partnership formed to develop and provide a Construction Assurance Solutions (**CAS**), ie a compliance data management service for building, construction and related industries. ABE Services sees the CAS as the way putting into practice the sound management principles of Quality Assurance (QA) without the pain and paperwork it typically seems to involve in the building and construction industry.

### ABE Services partners are:

* John Anderson BE, MEngSc, FIEAust, CPEng
* Rob Beasley BSc, Dip Comp Sc
* Assurance Management Services Pty Ltd (Principal: Mike Evans MA, FQSA, FIEAust, CPEng
* Richard Hancock BSc

Mike and John have each worked in the building and construction industry for over thirty years and also have expertise in the area of Quality Management, being members of the select working group that wrote the Standards Australia publication “HB90.3 – The Construction Industry Guide to ISO 9001:2000”.  
Rob and Richard are software architects and programmers with particular experience in major databases and IT security.

TERMS

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**ABE Services**

**End User Licence and Data Management Service Agreement**

(Last Updated 15/7/21)

#### 1. Your agreement with us

(a) This end user licence and data management services agreement (**"agreement"**) constitutes a valid and binding agreement between ABE Services (together with its affiliates, successors and assigns) (**"we"** or **"us"**) and you (**"you"** or **"your"** or **"yourself"**) for:

(i) the use of our software known as CAS Software (the **"CAS Software"**); and  
(ii) the provision of compliance data management services including, without limitation:

(a) functionality for the management and collation of on-the-job compliance information and construction data related to product or service compliance;  
(b) functionality for the preparation of Inspection and Test Plans (**"ITP"s**);  
(c) templates for Inspection and Test Plans, checklists and the like;  
(d) reporting formats;  
(e) functionality for downloading ITPs and the like to Personal Digital Assistants;  
(f) functionality for uploading of recorded compliance from Personal Digital Assistants;  
(g) functionality for viewing and printing compliance data management reports; and  
(h) functionality for providing information extracts.

(b) By installing and using the CAS Software or using the Services, you agree to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, do not install or use the CAS Software.  
(c) This agreement begins when you commence a download of the CAS Software onto your personal computer or when you (or your delegate) log on to use the Services for the first time, whichever is the earliest.

#### 2. Licence Grant

(a) Subject to the terms of this agreement, we grant you a limited, non-exclusive, personal, non-sublicensable, non-assignable licence for:

(i) You and your delegate(s) to handle administration and set up for the Checkers and Other Users;  
(ii) Checkers to download, install and use the CAS Software, including any online or enclosed documentation, and any future programming fixes, updates and upgrades that may be provided to you onto the Checker's computer(s) and/or PDAs for your and the Checker's sole use; and   
(iii) other users authorised by you at your discretion (**"Other Users"**) to download and use data and information entered by Checkers using the CAS Software, to the extent of the then current availability of the CAS Software.

(b) In order to use the CAS Software you are required to subscribe to the Services and register yourself, your Checkers and Other Users as CAS Software user(s) (via [www.abeservices.com.au](http://www.abeservices.com.au)) and  
(c) You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the CAS Software.  
(d) We reserve the right to modify the CAS Software with or without notice.  
(e) **"Checkers"** means those persons who you have authorised and registered as being suitably qualified and experienced to access and use the Services.

#### 3. Data Management Services

We will provide you with the Services, which are more fully described on our website at [CAS Services](https://abeservices.netlify.app/../CDMS_service/CDMS_service.html). We reserve the right to change the scope of the Services but not before we publish a notice of those changes on our website.

#### 4. Charges and Payment, excluding trial use which is free of charge.

(a) You agree to pay the charges for use of the CAS Software and for provision of the Services at the rates shown on our web site screen entitled **"Charges"** (the **"Charges"**).  
(b) We may alter the Charges but will publish a notice of fee changes on-line 28 days before such increases will take effect.   
(c) You agree to pay us by way of direct debit from your credit card using a trusted e-commerce vendor. You expressly authorise the debit of your credit card of amounts equal to the Charges payable.  
(d) If the e-commerce vendor is unable to debit your card for the Charges, we may, at our option, immediately suspend your account and access to the Services.  
(e) If in our opinion credit card payment is no longer appropriate or feasible, we may alter the payment method at our sole discretion.  
(f) All payments made to us for the use of the CAS Software and for provision of the Services are non-refundable. If you terminate this agreement, we will not refund any Charges which you may have already paid.   
(g) We do not keep or store any of your credit card information.   
(h) **"In Debt Accounts"** are those that are unpaid after the due date, or those whose charges are refused by your credit card company, or direct cheque account debits that are refused by your financial institution. We may block access to the Services if your account is an In Debt Account. Your In Debt Account will continue to accrue charges while it remains outstanding and we will grant you access to the Services only when you have paid all outstanding amounts, in cleared funds, in full.

#### 5. Licence Restrictions

(a) You must not:

(i) remove any proprietary notices from any Services, data or information, or from the CAS Software or any copy thereof;   
(ii) cause, permit or authorize the modification, creation of derivative works, translation, copying of the CAS Software or the Services;   
(iii) sell, sub-licence, assign, rent, lease, act as a service bureau, or grant rights in the CAS Software or Services, to any other entity without our prior written consent;   
(iv) use the CAS Software or the Services for any internal purposes for the benefit of any third party or charge any person for the use of the CAS Software;   
(v) use the CAS Software or the Services to, or in any way that would violate any applicable law, regulation or ordinance;   
(vi) collect any information or communication about the Services or users of the CAS Software or Services by monitoring, interdicting or intercepting any process of the CAS Software or the Services;  
(vii) use any type of bot, spider virus, clock, timer, counter, worm, software lock, drop dead device, packet-sniffer, Trojan-horse routing, trap door, time bomb or any other codes or instructions that are designed to be used to provide a means of surreptitious or unauthorized access or that are designed to distort, delete, damage or disassemble the CAS Software or the Services;  
(viii) attempt to decompile, reverse engineer or hack the CAS Software or to violate or attempt to overcome any encryption and/or other technical protection or security methods implemented by us with respect to the CAS Software and/or data transmitted, processed or stored by us or other users of the CAS Software;   
(ix) use any automatic or manual device or process to interfere or attempt to interfere with the proper working of the CAS Software or Services. We reserve the right to investigate occurrences which may involve such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations; and  
(x) use the CAS Software or the Services in breach of any law.

(b) When installed on your personal computer or PDA, the CAS Software periodically communicates with our servers. Without notification to you, you acknowledge and consent to this periodic communication.

#### 6. Proprietary Rights in the Software and the Services

(a) **"Intellectual Property Rights"** means copyright, neighbouring rights, trade marks, (registered and unregistered), design, all rights in relation to inventions (including patent rights, semi-conductor or circuit layout rights), confidential information (including trade secrets and know-how) and any other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.  
(b) The CAS Software and Services contain our proprietary and confidential information, including copyrights, trade secrets and trademarks contained therein. Title to and ownership of the CAS Software and the Services, including without limitation all Intellectual Property Rights therein and thereto, are and shall remain our exclusive property (and/or that of our suppliers), and except for the limited licence granted to you, we reserve all right, title and interest in and to the CAS Software and the Services. You shall not take any action to jeopardise, limit or interfere with our ownership of and rights with respect to the CAS Software or the Services. You acknowledge that any unauthorized copying or unauthorized use of the CAS Software or the Services is a violation of this agreement and copyright laws and is strictly prohibited.   
(c) All modifications or enhancements to the CAS Software and the Services remain our sole property (and/or that of our third party licensors). You understand that we, in our sole discretion, may, subject to any other agreement entered into by you with us to receive the Services, modify or discontinue or suspend your right to use any of the CAS Software at any time, and may at any time suspend or terminate any licence hereunder and disable any CAS Software you may already have accessed or installed without prior notice.   
(d) You agree to keep any information you receive relating to our Intellectual Property Rights, the CAS Software and the Services which is not in the public domain confidential, and you will not allow any related written or electronically recorded material to be copied, including after termination of this agreement.  
(e) You will not use information which you acquire from us for any purpose that is not authorised by us in writing.

#### 7. Liability

(a) Subject to clause 7(c) below, the CAS Software and the Services intended for personal use only and accordingly in no event do we (which term includes our affiliates, parent companies, subsidiaries, officers, directors, employees, agents or service providers) accept any liability under or in relation to this agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any loss of or damage to business or reputation, loss of revenue, loss of profits, loss of opportunity, loss of advantage, loss of or loss of use of any software or data, loss of use of any PDA or other equipment, loss of use of the system on which the CAS Software is used, or indirect, special or consequential loss or damage whatsoever (and for the purposes of this clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss) arising from your use of the CAS Software or the Services.   
(b) Subject to clause 7(c) below, we exclude all liability to you or any other person claiming through you, for any costs, loss, expenses, liability or damage, regardless of the form of action, whether in contract, tort (including negligence), under statute or otherwise, and whether arising from our (or our agents') performance or non-performance of our obligations under this agreement.   
(c) Nothing in this agreement excludes your rights as a consumer arising from the terms implied by the Trade Practices Act 1974 and other legislation including the Fair Trading Acts, including the term that the Services will be rendered with due care and skill, however our liability for breach of those implied terms will be limited to, at our election:

(i) In the case of goods supplied:

A. the replacement of the goods or the supply of equivalent goods;   
B. the repair of the goods;   
C. the payment of the cost of replacing those goods or of acquiring equivalent goods; or  
D. the payment of the cost of having the goods repaired; or

(ii) In the case of services supplied:

A. the supplying of those services again; or  
B. the payment of the cost of having those services supplied again.

(d) We are not liable to you or any other person for faults or defects in the Services which are caused by your own conduct or misuse. Our liability to you in contract, tort (including negligence), under statute or otherwise, will be reduced by the extent (if any) to which you caused or contributed to the loss or damage.  
(e) This clause will apply even after this agreement has ended.

#### 8. Software Disclaimer/Disclaimer of Warranties

The CAS Software and the Services are provided "as is" and we do not represent or warrant that the CAS Software or any of the Services will always be available, accessible, uninterrupted, timely, secure, accurate, complete, error-free, nor do we warrant any connection to or transmission from the internet, or any particular quality of messages sent to or by the CAS Software.

#### 9. Your Representations and Warranties

(a) You represent and warrant that:

(i) you possess the legal right and ability to enter into this agreement and to comply with its terms;   
(ii) you will use the CAS Software for lawful purposes only and in accordance with this agreement and all applicable laws, regulations and policies; and   
(iii) you will only use the CAS Software on a PDA on which such use is authorized by the PDA’s owner.

(b) If we have reasonable grounds to suspect that your representations, warranties or promises are inaccurate or breached, we may terminate this licence, deny any or all use of the CAS Software and access to the Services, and pursue any appropriate legal remedies.

#### 10. Indemnity

You agree to indemnify, hold harmless and defend us and our affiliates, parent companies, subsidiaries, officers, directors, employees, agents and network service providers at your expense, against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by us arising out of or relating to your (a) violation or breach of any term of this agreement or any policy or guidelines referenced herein, or (b) use or misuse of the CAS Software or the Services.

#### 11. Termination

(a) You may terminate this agreement at any time for any reason on written notice to us.   
(b) We may terminate this agreement immediately if you, or any person using your PDA, or your personal computer to access the Services, breach a term of this agreement.  
(c) Upon termination of this agreement for any reason all licences and rights to use the CAS Software shall terminate and you must remove the CAS Software from your PDA and dispose of all originals and copies of the CAS Software in your possession.   
(d) The provisions of sections 5, 6, 7, 8, 9 and 10 and any other clause which by its nature should so survive, shall survive termination of this agreement.

#### 12. General

(a) You must not assign any of your rights and responsibilities under this agreement, unless we agree in writing to your request for transfer. We can assign any of our rights and obligations at any time.   
(b) If any term of this agreement is invalid or unenforceable, it will be severed from this agreement and the remainder of this agreement will remain valid and effective.   
(c) You acknowledge that you enter into this agreement entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in this agreement.  
(d) You accordingly release us and each of our officers, agents and advisers from all claims, suits, demands of every kind (including negligence) arising from the relationship of the parties concerning this agreement before it was signed and from the negotiations leading to it.  
(e) Any failure by us at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.   
(f) This agreement shall be governed by and construed in accordance with the laws of the Australian Capital Territory without regard to its conflict of law rules. Any legal proceeding arising out or relating to this agreement will be subject to the exclusive jurisdiction of any court of the Australian Capital Territory and you irrevocably consent to the jurisdiction of such courts. The terms set forth in this agreement constitute the final, complete and exclusive agreement with respect to the CAS Software and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.

CHARGES

## I suggest we delete the content of this page for now.

(Last Updated 14/10/04)

|  |
| --- |
| The rates below are the normal charges.  In recognition of the tremendous support from the Master Builders Association of the ACT (MBA of ACT) a special rate providing a very significant saving is currently available for members of the MBA of ACT.  MBA of ACT members can contact ABE Services for further details at [abeservices@outlook.com](mailto:abeservices@outlook.com) |

The charge (inclusive of GST) to a business entity for the CAS ITP Service is on a monthly basis as follows:

|  |  |
| --- | --- |
| One registered Checker in month | $200 |
| Between two and five registered Checkers in month | $200 for first Checker plus $150 for each subsequent Checker |
| Between six and ten registered Checkers in month | $800 for the first five Checkers then $125 a Checker |
| More than ten registered Checkers in month | $1,425 for the first ten Checkers, then $100 a Checker. |

A registered Checker is someone registered to use the CAS on a personal digital assistant (PDA) such as a Palm Pilot. There is no charge for employees of the business entity who are not registered Checkers using the CAS provided that, other than Guest Checkers, they are not involved in recording compliance information. There is no charge for Guest Checkers provided use by Guest Checkers, is only minor/occasional.

Registered Checkers who are not an employee (permanent, casual or contract) of the business entity will be treated for charging purposes as belonging to a separate business entity.

For the purposes of the above schedule, a month is a calendar month commencing with the first day of the month and ending with the last day of the month.

A 15% reduction applies to the above rates when the service is purchased and paid for 12 months in advance, i.e. for Advance Purchase Accounts. Advance Purchase Accounts may be varied to increase the number of Checkers. In such cases payment for the variation for the remaining period is to be paid in advance and the reduced rate will apply. A reduction of the number of Checkers, either as originally subscribed or as varied, does not entitle the purchaser to any refund.

PRIVACY STATEMENT

**We assumedly need this screen for the Privacy Act. It does not work well if we do not form a partnership (would need to replace ABE Services with “the providers of CAS”)**

**ABE Services**

## Privacy Statement

(Last Updated 20/5/04)

ABE Services is committed to protecting your privacy. You can visit most pages on the ABE Services web site without giving ABE Services any information about yourself.

For you, as a customer, for the Construction Assurance Solutions (CAS) we do need some information, in particular your contact details, to provide the services that you request, and this privacy statement explains our data collection and use in these situations. This privacy statement applies to the ABE Services website www.abeservices.com.au and all its built in CAS.

You, as the Customer, or your nominee(s), may input personal information of other people into the CAS, e.g. names of your employees who are to use the CAS or your clients’ representatives you authorize to have view access to your CAS data. Such access and related information is at your discretion and ABE Services accepts no responsibility in regard to the privacy or other implications of such information and access.

#### Collection of Personal Information

ABE Services will ask you (the customer) when it needs information that personally identifies you (personal information) or allows ABE Services to contact you. Generally, this information is requested when you are registering for CAS or ordering e-mail newsletters.

Personal information collected by ABE Services often is limited to contact details except for payment.

In the main, CAS will ask personal information of you (the Customer). As a customer of the CAS you may establish additional users of the service created. ABE Services will not ask for personal information of these users; however those details (mostly email addresses) will be stored in the CAS databases.

When registering as a customer for the CAS you may be required to pay for a service via a third party e-commerce provider and in that case, you will be required to enter personal information necessary for billing, such as: name, address, telephone number, and credit card number.

ABE Services does NOT keep or store any details of your credit card.

#### Use of your Personal Information

ABE Services may use your personal information for the following purposes:

* To ensure our site and services are relevant to your needs;
* To deliver the CAS, and perhaps newsletters;
* To help ABE Services, through the CAS, create and publish solutions most relevant to you;
* To alert you to product and services upgrades, special offers, updated information and other new services from ABE Services, if you so request;
* To allow you access to limited-entry areas of ABE Services web site or CAS as appropriate.ABE Services may disclose your personal information if required to do so by law or if in the good-faith believe that such action is necessary to:
  + conform to the edicts of the law or comply with legal process served on ABE Services
  + protect and defend the rights or property of ABE Services, or
  + act in urgent circumstances to protect the personal safety of ABE Services employees, users of ABE Services products or services, or members of the public.

Your information may be stored and processed in Australia or any other country in which ABE Services host its Online Services and web sites and by accepting ABE Services Terms and Conditions and Privacy Policy, you consent to any such transfer of information outside of your country.

#### Control of your Personal Information

When you register, or otherwise give us personal information, ABE Services will not share that information with third parties without your permission, other than for the limited exceptions already listed. ABE Services may send out periodic e-mails informing you of technical service or security issues related to the CAS. You will not be able to choose to unsubscribe to these mailings, as they are considered an essential part of the service you have chosen.

#### Access to your Personal Information

We will provide you with the means to ensure that your personal information is correct and current. At any time you can review and edit your personal information by contacting ABE Services on abeservices@outlook.com.

#### Security of your Personal Information

ABE Services is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use or disclosure. For example, we store the personal information you provide in computer servers supplied by tier 1 ISP, with limited access and located in controlled facilities. When ABE Services transmit sensitive information (such as a credit card number) over the internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol. Further more, all CAS services are entirely SSL enabled.

#### Protection of Children's Personal Information

ABE Service’s web site and its CAS are general audience sites and do not knowingly collect any personal information from children.

#### Use of Cookies

We use cookies within the secure area of our internet sites to ensure accurate information is provided to you while you conduct transactions online. A 'cookie' is a small data file that contains information in relation to your visit to a website. As soon as you exit the secure area of our internet sites the cookie that has been created is deleted. No information is stored on our cookies from one visit to the next.

#### Enforcement of this Privacy Statement

If you have questions regarding this statement, you should first contact ABE Services by e-mail on [abeservices@outlook.com](mailto:abeservices@outlook.com).

#### Changes to this Statement

ABE Services will occasionally update this privacy statement. When ABE Services does so, ABE Services will also revise the "last updated" date at the top of the privacy statement. For material changes to this statement, ABE Services will notify you by placing prominent notice on its Web site.

#### Contact Information

ABE Services welcomes your comments regarding this privacy statement; please contact ABE Services by e-mail on [abeservices@outlook.com](mailto:abeservices@outlook.com).

ACKNOWLEDGEMENTS

**Acknowledgements**

ABE Services gratefully acknowledges the following:

* The assistance of the ***ACT Territory Government***in supporting the earlier development of an earlier Palm version of CAS;
* The encouragement and support of the ***Master Builders Association of the ACT in regard the earlier version of CAS***;
* The ***Contractors*** in the ACT who have assisted by participation in the trials of the earlier version.