

badcocklaw

TERMS AND CONDITIONS

FIXED FEE LOW VALUE ADJUDICATION CLAIM (LVC) SERVICE

IMPORTANT NOTE: THIS LOW VALUE CLAIMS SERVICE IS STRUCTURED TO COMPLY WITH THE LOW VALUE CLAIMS REQUIREMENT OF THE BUILDING DISPUTES TRIBUNAL LVC SCHEME.

THE BUILDING DISPUTES TRIBUNAL IS AN INDEPENDENT APPROVED NOMINATING AUTHORITY AND IS NOT AFFILIATED WITH BADCOCKLAW IN ANY WAY.

THE APPOINTMENT AND SERVICES OF ANY ADJUDICATOR APPOINTED BY THE BUILDING DISPUTES TRIBUNAL REMAIN AT ALL TIMES INDEPENDENT OF THE SERVICES PROVIDED BY BADCOCKLAW.

1. INTRODUCTION

- 1.1. These Terms and Conditions govern the services provided by Badcock Law and set out the terms of our agreement with you (**the Agreement**) for the provision of fixed fee low value adjudication claim services (**the Services**).
- 1.2. Badcock Law provides independent, specialist dispute resolution services for the building and construction industry.
- 1.3. Before using the Services, it is important that you understand these Terms and Conditions.

2. TERMS AND CONDITIONS

- 2.1. By accessing the Services you:
 - a) are deemed to have read, understood and accepted these Terms and Conditions, and you agree to be bound by them;
 - b) warrant that you are authorised to use the Services by any person, company, entity or organisation that you purport to represent, and that all information you have provided to Badcock Law is, and save to the extent updated in writing by you, remains in every respect true, correct, and complete; and
 - c) accept that these Terms and Conditions may be amended or modified by Badcock Law at any time, in whole or in part, prior to engaging Badcock Law to provide the Services. Any amendments or modifications will be effective immediately upon being published to the Website, and it is your responsibility to ensure that you are familiar with the latest Terms and Conditions at the time of engaging the Services.

3. DEFINITIONS AND INTERPRETATION

- 3.1. Unless the context otherwise requires, the following words and expressions shall have the said meanings ascribed to them:

ADJUDICATION means an adjudication under the Construction Contracts Act 2002, whereby an independent Adjudicator makes a determination on a dispute.

ADJUDICATOR means a dispute resolution professional who is appointed to determine a dispute that has been referred to Adjudication under the Construction Contracts Act 2002 (CCA).

ADJUDICATOR'S FEES means any amount due and payable to the Adjudicator and includes the fees and expenses of any Adjudicator and any Administration or cancellation fees due and payable in accordance with BDT's Terms and Conditions, or generally. These can be found on BDT's Website at <https://www.buildingdisputestribunal.co.nz/adjudication/fees/low-value-claim-scheme/>

APPLICATION means any written or electronic application made by any person to BDT for the appointment of a Adjudicator.

AUTHORISED NOMINATING AUTHORITY has the meaning ascribed to it in the Construction Contracts Act and includes BDT.

BADCOCK LAW means Badcock Law Limited, an incorporated law firm under the Companies Act 1993 (company number 5032000).

BADCOCK LAW FEES means any amount due and payable by the Claimant to Badcock Law for any Service provided by Badcock Law and payable in accordance with these Terms and Conditions, or generally. Fees for the Services are set out in Schedule 1.

BANK ACCOUNT means the Building Disputes Tribunal's Bank Account.

BUILDING DISPUTES TRIBUNAL (BDT) means the Building Disputes Tribunal (NZ) Limited, a company incorporated under the Companies Act 1993 (company number 802252).

BUILDING DISPUTES TRIBUNAL FIXED FEE LOW VALUE ADJUDICATION CLAIM SERVICE (BDT Services) means the Services provided by BDT for Adjudication claims that involve an amount in dispute of less than \$100,000.00 (including GST), that are of limited complexity and that comply with the specific conditions published by the BDT at the time of Application by any party for the Appointment of an Adjudicator.

BUILDING DISPUTES TRIBUNAL WEBSITE (BDT Website) means the Website for the Building Disputes Tribunal which can be found at <https://www.buildingdisputestribunal.co.nz/>

CLAIMANT means any person, company, entity or organisation who commences an Adjudication under the CCA.

CONSTRUCTION CONTRACTS ACT (CCA) means the Construction Contracts Act 2002.

EXPENSES means an Adjudicator's actual disbursements for an Adjudication including, but not limited to, travel, accommodation, meals, taxis, couriers, personal vehicle mileage charges, communication, secretarial and administration services, hireage of hearing or meeting rooms, court reporting services, transcription services, interpreters, expert or legal advice, and any other reasonable costs relating to the conduct of the Service.

FEES AND EXPENSES SCHEDULE means any Schedule of Fees and Expenses appended to and forming part of the Agreement.

FIXED FEE LOW VALUE ADJUDICATION CLAIM SERVICES (the Services) means the legal services provided by Badcock Law for Adjudication claims that involve an amount in dispute of less than \$100,000.00 (including GST), that are of limited complexity and that comply with the specific conditions published by the BDT at the time of Application by any party for the Appointment of an Adjudicator.

FORCE MAJEURE EVENT means any act or event beyond the reasonable control or foresight of Badcock Law including without limitation any industrial disputes, strikes, go-slow, failures of any utility service or provider, act of God, war, riot, civil commotion, compliance with law, change in law, breakdown of plant or machinery, fire, explosion, flood, storm, earthquake, pandemic or epidemic (including but not limited to the COVID-19 pandemic), default of any supplier or subcontractor acting independently of Badcock Law, terrorism and any similar or analogous event or act.

LOW VALUE CLAIM (LVC) means an Adjudication claim under the CCA which involves an amount in dispute of less than \$100,000.00 (including GST), that is of limited complexity and that complies with the specific conditions published by the BDT at the time of Application by any party for the Appointment of an Adjudicator.

PANELS means the lists of Adjudicators published by the BDT.

PARTIES means the parties to any Adjudication, their agents and servants, executors, administrators, successors and any other permitted assigns.

RESPONDENT means any person, company, entity or organisation against whom an adjudication claim is made under the CCA.

SECURITY means the amount of money required to be paid in clear funds to the BDT's Bank Account as Security for the Fees and Expenses of the Adjudicator.

TRIBUNAL ADMINISTRATION FEE means a fee charged by the BDT when a claim, dispute or any other matter the subject of any Adjudication provided or administered by the BDT is withdrawn or terminated or otherwise resolved between the Parties after receipt of an Application to nominate or appoint a Adjudicator and before the Service is fully performed by that person.

USER means any person, company, entity or organisation, who accesses the Services, or arranges for someone to access the Services, whether or not they access, use, or otherwise refer to or rely on any of the Services provided.

WEBSITE means the Website for Badcock Law's Low Value Adjudication Claims which can be found at www.lowvalueclaims.nz

3.2. Unless the context otherwise requires, in these Terms and Conditions:

- a) words in the singular shall include the plural and vice versa; words importing a gender include every gender.
- b) references to persons include corporations, partnerships, government and local authorities and agencies, and any unincorporated associations or bodies of persons.
- c) references to "include" or "including" are to be construed without limitation.
- d) a reference to "we", "our" or "us" means Badcock Law.
- e) a reference to "he", "she", "it", "you", "your" or "yourself" means the User.
- f) a reference to a Party includes its employees, agents, executors, administrators, successors and permitted assigns.

3.3. Insofar as these Terms and Conditions are inconsistent with any terms and conditions published on the Website, these Terms and Conditions will take precedence over and replace any such inconsistent terms and conditions.

4. **GENERAL PROVISIONS**

4.1. All Users accept and acknowledge that the Services are provided on an "as is" and "as available" basis. We do not guarantee or warrant that access to the Services will be uninterrupted.

4.2. When using Badcock Law's Services you must observe and comply with all relevant New Zealand laws, including all applicable statutes and regulations, and with the provisions of these Terms and Conditions.

5. **USER OBLIGATIONS**

5.1. As a User of the Services provided by Badcock Law, you:

- a) agree to use the Services in a proper, appropriate, professional, and lawful manner at all times;
- b) acknowledge that Badcock Law has no control over information provided by any Adjudicator or other person providing information or materials to be published on the BDT Website. Accordingly, Badcock Law does not warrant that the information provided by any Adjudicator, or other person published on the BDT Website is complete, accurate and current information;
- c) agree to receive emails from Badcock Law relating to the Services or items of interest. You may unsubscribe from these emails at any time.

6. **OUR OBLIGATIONS**

6.1. In providing the Services, Badcock Law will:

- a) administer and manage the Services;
- b) ensure that the most up to date Terms and Conditions are available on the Website for review at any time; and
- c) give and consent to being given any notice, communication or document required to be served under these Terms and Conditions by email.

6.2. In performing the Services, Badcock Law will rely upon the information and documents provided, or purported to be provided, by or on behalf of any User and will not investigate or validate the authenticity, completeness or accuracy of any such information or documents.

6.3. Badcock Law will make all reasonable efforts to ensure that the material and information published on the Website is correct and current. However, Badcock Law does not warrant or represent that the Website will be free from error or operate without delay from time to time or that the information published on the Website will not contain errors.

7. **USING THE SERVICES**

7.1. In applying to use any of the Services provided by Badcock Law, you understand and agree that:

Accuracy and completeness of information

- a) By signing this agreement, you warrant that you are authorised to make an application for, or on behalf of the Claimant, and that all information provided in relation to that application is to the best of your knowledge, correct, complete and accurate in all respects.
- b) You warrant that you will provide all information required to enable Badcock Law to make an application for nomination or appointment of a Adjudicator as may be required in sole reliance on the information and documents provided by you in support of the application.

- c) Badcock Law does not undertake any independent investigations, assessment or verifications of any such documents or information provided for the above purpose.

Payment of Badcock Law Fees

- d) Badcock Law will invoice you for the Services in three parts;
 - (i) 70% of the Badcock Law Fees will be invoiced when Badcock Law serves a Notice of Adjudication on your behalf under the CCA;
 - (ii) 20% of the Badcock Law Fees will be invoiced when Badcock Law serves an Adjudication Claim on your behalf under the CCA; and,
 - (iii) 10% of the Badcock Law Fees will be invoiced when Badcock Law serves a Reply on your behalf to an Adjudication Claim under the CCA.
- e) Payment of any Badcock Law invoice is due within 7 calendar days of invoicing.

Payment of Adjudicator's Fees

- f) The Parties are jointly and severally liable to pay the Adjudicator's Fees, including any expenses incurred by the Adjudicator in the event that a claim is withdrawn or terminated, or the dispute between the Parties is resolved before an award, determination, evaluation or decision is made, together with any additional costs howsoever incurred by the Adjudicator in recovering any overdue monies on a full indemnity basis.
- g) Notwithstanding that the Parties to any Adjudication are jointly and severally liable to pay the Adjudicator Fees in carrying out the Adjudication, you undertake and agree to pay any Fees in full and without deduction in the event of any default or failure on the part of any other Party to pay any proportion thereof, together with any additional costs incurred in the recovery and collection of those Fees and Expenses by the Adjudicator on a full indemnity basis.
- h) Any money paid by way of Security for the Adjudicator's Fees and Expenses is the amount only required for Security for a Fixed Fee Service in accordance with any conditions and Fees published on the BDT Website at the time the Application for the Service is made.
- i) The total cost of any Adjudication is BDT's advised fixed fee and the Badcock Law Fees.
- j) In any case where a dispute or matter is withdrawn, cancelled, settled, or resolved after the receipt by Badcock Law of any authority to make an Application to nominate or appoint a Adjudicator, Badcock Law will charge a Fee that reflects the amount of work Badcock Law completed on the dispute or matter (see Schedule 1).
- k) You agree to indemnify and keep indemnified the Adjudicator, its agents, and servants, against all claims, costs, expenses, liabilities, awards, damages and proceedings of any kind whatsoever incurred by the Adjudicator, in the exercise

of any of the functions, duties or powers of the Adjudicator unless the act or omission is fraudulent.

8. SPECIAL ADJUDICATION PROVISIONS

- 8.1. Badcock Law will not, as agent for the Claimant, serve any Notice of Adjudication on your behalf under the CCA until Security for the Adjudicator's Fees in respect of the entire Fee required for an LVC are paid in clear funds to the BDT's Bank Account.
- 8.2. You acknowledge and accept that there are special conditions in respect of the LVC Service including a limit of three issues in dispute that may be determined in any one Adjudication proceeding, and a limit on the number and extent of documents that may be submitted by a Claimant in support of any claim.
- 8.3. The fixed fee for BDT Services does not include any allowance for a conference or inspection of the construction work or any other thing to which the dispute relates.
- 8.4. If any Party, or the Adjudicator, requires a conference to be convened or an inspection to be undertaken, the Adjudicator will charge the Parties such further amount as is published on the Website at the time the Application for the Service is made together with any mileage and travel expenses incurred by the Adjudicator on the duties of the conference and/or inspection. The Claimant's portion of this additional amount will be required to be paid to the Adjudicator before the Adjudicator's determination will be given to the Parties.
- 8.5. If any Party, or the Adjudicator, requires a conference to be convened or an inspection to be undertaken, Badcock Law will charge the Claimant such further amount as is set out in Schedule 1 for the Service together with any mileage and travel expenses incurred by Badcock Law on the duties of the conference and/or inspection. This additional amount will be invoiced by Badcock Law when the next staged invoice is due to be claimed.
- 8.6. In the event that an Adjudicator advises that an LVC presents undue complexity notwithstanding the low value of the claim or the limited number of matters at issue, Badcock Law may at its sole discretion decline to provide services on a fixed fee basis under the Services. Such a decision is of an administrative nature and shall be final and binding.
- 8.7. In that event, Badcock Law shall advise the Claimant accordingly and the claim will revert to a General Claim. The cost of Badcock Law's legal services for the Adjudication will be determined according to the time engaged by Badcock Law on the duties of the matter together with any costs and Expenses incurred by Badcock Law in the execution of those duties.

9. TERMINATION

- 9.1. At any time, Badcock Law may without notice, remove, amend or vary any part of the Website, or cease to operate the Website in whole or in part.
- 9.2. Badcock Law shall not be obliged or required to consult with any Users of the Website prior to making any such removal, amendment, variation or cessation referred to above.

10. **PERSONAL INFORMATION AND PRIVACY**

- 10.1. Badcock Law does not collect personally identifiable information about customers and Users of the Services through the Website or its general website at www.badcocklaw.nz
- 10.2. Subject to the terms of the Privacy Act 2020, you authorise us to use and disclose information about you for relating to the Services for the purpose of:
 - a) verification of your identity;
 - b) enforcement of these Terms and Conditions;
 - c) compliance with all applicable laws and regulations;
 - d) performing the Services provided by Badcock Law generally; and
 - e) any other use that you authorise.
- 10.3. Failure to provide personal information requested at the time of submitting an application to use the Services may result in certain Services not being offered and/or provided to you.
- 10.4. Badcock Law undertakes to use security protocols to ensure data which users of the Services provide is appropriately stored and held in confidence. However, no data transmission over the Internet can be guaranteed to be completely secure, and we cannot ensure or warrant the security of any information you transmit or receive through the use of our Services. All such activities are conducted at your own risk.

11. **INTERNET AND ELECTRONIC INFORMATION SECURITY**

- 11.1. Badcock Law undertakes to use security protocols to ensure that data provided to us electronically is held in confidence.
- 11.2. You may not use a robot, spider, scraper or other automated means to access the Website or information featured on it for any purpose whatsoever.

12. **COPYRIGHT**

- 12.1. Unless otherwise indicated, all proprietary and intellectual property rights in Badcock Law's Website and the Services, including, but not limited to, all material, content, logos, design, selection and arrangement of elements, organisation, compilation, graphics, text, invented words, audio recordings, video recordings, icons, images, and software underlying and forming part of the services offered by Badcock Law

and the Website, together with all other matters related to the Website, are the exclusive property of Badcock Law, or the material is included with permission of the rights owner and all such property is protected by New Zealand and international copyright and trademark laws.

- 12.2. Except as otherwise provided herein, no property of Badcock Law, its licensors or its suppliers may be used, copied, reproduced, adapted, distributed, republished, downloaded, modified, displayed, posted, stored in a retrieval system, printed or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying or otherwise, on-sold, commercialised or used to create derivative works without Badcock Law's express and prior written permission.
- 12.3. Permission is hereby granted to the extent necessary, to lawfully access and use the Website and the information, materials, services and products available on it and to display, download, archive, copy and print portions of this Website for personal use only, provided you do not modify the materials. This permission terminates automatically if you breach any of the Terms and Conditions of use of the Website or the Services. In the event such permission is terminated, you must immediately destroy any and all downloaded, printed, archived or otherwise maintained and/or stored materials obtained from your use of the Website. All rights including translation reserved.

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13. **DISCLAIMERS, INDEMNITIES AND LIMITS OF LIABILITY**

- 13.1. All Users acknowledge and agree that, for the purpose of delivering the Services, Badcock Law:
 - a) relies entirely on the information, documents, and/or other material provided, or purported to have been provided, by or on behalf of any User; and
 - b) may change, delete, add to or otherwise amend the information on the Website without notice.
- 13.2. Badcock Law expressly does not represent or warrant that:
 - a) the Website will be free of error, or operate without delay or interruption from time to time; and/or
 - b) information contained on the Website will not contain errors or misstatements.
- 13.3. Badcock Law, its agents and servants expressly do not accept any responsibility for any User dissatisfaction with any Adjudicator, whether in relation to stated or assumed qualifications, skills, expertise, experience, performance or non-performance of the Adjudicator, Adjudicator Fee, the outcome or result of any dispute, or otherwise without limitation.

- 13.4. Badcock Law, its agents and servants do not assume any liability to anyone for any loss or damage caused directly or indirectly by any error, omission, or misstatement made in, or in connection with, the BDT's Website.
- 13.5. We give no undertakings, representations, or guarantees in relation to any information published on BDT's Website including, but not limited to, the accuracy or truth of any information published.

14. **MISCELLANEOUS**

- 14.1. Service of Notices: You shall give (and hereby consent to be given) all notices, communications and documents required to be served under these Terms and Conditions or any Service, Act or Regulation by email.
- 14.2. Governing Law: These Terms and Conditions shall be governed and construed in accordance with the laws of New Zealand and each User agrees to submit to the non-exclusive jurisdiction of the New Zealand Courts.
- 14.3. Entire Agreement: These Terms and Conditions constitute the entire agreement between Badcock Law and a User, and supersede any advice, communications, representations, or agreements whether previously provided or published on the Website or not.
- 14.4. Waiver: Any failure to enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision unless specifically agreed in writing by us.
- 14.5. Severance: If any provision of these Terms and Conditions shall be unlawful, void or unenforceable for any reason, then that provision shall be deemed severed from these Terms and Conditions and shall not affect the existence, validity or enforceability of the remaining Terms and Conditions which shall not be affected, prejudiced or impaired but shall remain in full force and effect.
- 14.6. Force Majeure Event: Badcock Law will not be liable for any loss or damage whatsoever incurred by any User as a result of a Force Majeure Event.
- 14.7. Updates: Badcock Law reserves the right to change, update, amend or modify these Terms and Conditions in its sole discretion, from time to time without prior notice, but no such change, update, amendment or modification will have any effect on any Agreement already in operation.
- 14.8. Assignment: You may not assign your rights under these Terms and Conditions without the prior written approval of Badcock Law.
- 14.9. Consumer Guarantees Act 1993: Nothing in these Terms and Conditions shall affect any rights you may have under the Consumer Guarantees Act 1993 where applicable.

SCHEDULE 1: Sliding scale for LVCs (all amounts include GST)

Code: LVC5
Claim amount: ≤ \$4,999.99
Our fixed fee: \$1,500.00
Our hourly rate fee for conferences/inspections: \$287.50
Fee where matter is resolved after Notice of Adjudication is served: \$1,350.00
Conditions: Claim limited to 3 items at issue. Documents that Claimant may file in support of the claim limited to: Notice of Adjudication, Adjudication Claim, and Contract Documents together with 15 single sided A4 pages (font size no less than 12) of submissions and evidence in relation to the claim and the matters at issue. No conference of the parties or inspection of construction work is included in the fixed fee. Limited reasons only provided

Code: LVC10
Claim amount: \$5,000.00 ≤ \$9,999.99
Our fixed fee: \$2,500.00
Our hourly rate fee for conferences/inspections: \$287.50
Fee where matter is resolved after Notice of Adjudication is served: \$2,250.00
Conditions: Claim limited to 3 items at issue. Documents that Claimant may file in support of the claim limited to: Notice of Adjudication, Adjudication Claim, and Contract Documents together with 15 single sided A4 pages (font size no less than 12) of submissions and evidence in relation to the claim and the matters at issue. No conference of the parties or inspection of construction work is included in the fixed fee.

Code: LVC20
Claim amount: \$10,000.00 ≤ \$19,999.99
Our fixed fee: \$3,750.00
Our hourly rate fee for conferences/inspections: \$287.50
Fee where matter is resolved after Notice of Adjudication is served: \$3,375.00
Conditions: Claim limited to 3 items at issue. Documents that Claimant may file in support of the claim limited to: Notice of Adjudication, Adjudication Claim, and Contract Documents together with 20 single sided A4 pages (font size no less than 12) of submissions and evidence in relation to the claim and the matters at issue. No conference of the parties or inspection of construction work is included in the fixed fee.

Code: LVC30
Claim amount: \$20,000.00 ≤ \$29,999.99
Our fixed fee: \$5,000.00
Our hourly rate fee for conferences/inspections: \$287.50
Fee where matter is resolved after Notice of Adjudication is served: \$4,500.00

Conditions: Claim limited to 3 items at issue. Documents that Claimant may file in support of the claim limited to: Notice of Adjudication, Adjudication Claim, and Contract Documents together with 30 single sided A4 pages (font size no less than 12) of submissions and evidence in relation to the claim and the matters at issue. No conference of the parties or inspection of construction work is included in the fixed fee.

Code: LVC40
Claim amount: \$30,000.00 ≤ \$39,999.99
Our fixed fee: \$6,250.00
Our hourly rate fee for conferences/inspections: \$287.50
Fee where matter is resolved after Notice of Adjudication is served: \$5,625.00

Conditions: Claim limited to 3 items at issue. Documents that Claimant may file in support of the claim limited to: Notice of Adjudication, Adjudication Claim, and Contract Documents together with 40 single sided A4 pages (font size no less than 12) of submissions and evidence in relation to the claim and the matters at issue. No conference of the parties or inspection of construction work is included in the fixed fee.

Code: LVC50
Claim amount: \$40,000.00 ≤ \$49,999.99
Our fee: \$7,500.00
Our hourly rate fee for conferences/inspections: \$287.50
Fee where matter is resolved after Notice of Adjudication is served: \$6,750.00

Conditions: Claim limited to 3 items at issue. Documents that Claimant may file in support of the claim limited to: Notice of Adjudication, Adjudication Claim, and Contract Documents together with 50 single sided A4 pages (font size no less than 12) of submissions and evidence in relation to the claim and the matters at issue. No conference of the parties or inspection of construction work is included in the fixed fee.

Code: LVC60
Claim amount: \$50,000.00 ≤ \$59,999.99
Our fee: \$8,750.00
Our hourly rate fee for conferences/inspections: \$287.50
Fee where matter is resolved after Notice of Adjudication is served: \$7,875.00
Conditions: Claim limited to 3 items at issue. Documents that Claimant may file in support of the claim limited to: Notice of Adjudication, Adjudication Claim, and Contract Documents together with 60 single sided A4 pages (font size no less than 12) of submissions and evidence in relation to the claim and the matters at issue. No conference of the parties or inspection of construction work is included in the fixed fee.

Code: LVC80
Claim amount: \$60,000.00 ≤ \$79,999.99
Our fee: \$10,000.00
Our hourly rate fee for conferences/inspections: \$287.50
Fee where matter is resolved after Notice of Adjudication is served: \$9,000.00
Conditions: Claim limited to 3 items at issue. Documents that Claimant may file in support of the claim limited to: Notice of Adjudication, Adjudication Claim, and Contract Documents together with 80 single sided A4 pages (font size no less than 12) of submissions and evidence in relation to the claim and the matters at issue. No conference of the parties or inspection of construction work is included in the fixed fee.

Code: LVC100
Claim amount: \$80,000.00 ≤ \$99,999.99
Our fee: \$12,000.00
Our hourly rate fee for conferences/inspections: \$287.50
Fee where matter is resolved after Notice of Adjudication is served: \$10,800.00
Conditions: Claim limited to 3 items at issue. Documents that Claimant may file in support of the claim limited to: Notice of Adjudication, Adjudication Claim, and Contract Documents together with 100 single sided A4 pages (font size no less than 12) of submissions and evidence in relation to the claim and the matters at issue. No conference of the parties or inspection of construction work is included in the fixed fee.