

General Conditions for the Engagement of Professional Consulting Services

1.0 INTRODUCTION

The parties have set out in this document the basic Terms and Conditions of Business (the “Terms”), which, together with the Civil Sciences and Engineering (the “Consultant”), Proposal (the “Offer”) and the general conditions of the AS4122-2010 General Conditions of Contract for Consultants form the entire Agreement applicable to all works undertaken by the Consultant for the Client.

2.0 CONFLICT

This Agreement supersedes all communications, negotiations, and all other documents, whether written or oral, between the parties in relation to the Work and constitutes the primary terms of the Agreement between the parties in relation to the Work. The documents comprising the entire Agreement are in order of precedence:

- 2.1 These general conditions for the engagement of professional consulting services
- 2.2 The Proposal
- 2.3 The general conditions of the AS4122-2010 General Conditions of Contract for Consultants

3.0 TERMS OF PAYMENT

The consultant’s Terms of Payment are 30 days from the date of invoice. If the Client does not pay in accordance with this Agreement, then, without prejudice to any other rights or remedies the consultant may have, interest may be payable from the invoice due date until payment at 10% annum, compounded daily.

4.0 OFFER VALIDITY

The consultant’s Offer is valid for a period of 90 days from the date the Offer, after which the Offer will expire and or pay be subject to price increase.

5.0 PROVISION OF ELECTRONIC SOURCE DOCUMENTS

Documentation (drawings, specifications, reports and the like) issued from the consultant can only be taken as true and correct from the final emailed version as agreed upon with each client, pending any variations or revisions. In using electronic source documents, it is the user’s responsibility to check the accuracy of the electronic information. All electronic source documentation is not to be copied wholly or in part other than for the intended use nor without the written permission of the consultant. The consultant reserves all rights associated with the electronic source documentation unless otherwise stated.

6.0 GOODS AND SERVICES TAX

The fees payable for any supply made or to be made under this Agreement have been calculated initially without regard to, and exclusive of any Goods and Services Tax (GST). If GST is payable on any supply made or to be made under this Agreement, the parties agree that the fees payable for any such supply shall be increased by an amount equal to the amount of GST payable by the consultant in respect of that supply.

7.0 CONDITIONS OF ENGAGEMENT

Subject to and in accordance with clause 2 herein the parties agree that the general conditions of this Agreement are as per AS4122-2010 General Conditions of Contract for Consultants.

8.0 VARIATION

No variation of this Agreement will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of signature on the Offer, however this does not include any verbal directions by the Client in respect of the scope of the Work, which the consultant is at liberty to accept or reject.

9.0 ENGAGEMENT OF SUB-CONSULTANTS AND/OR SUPPLIERS

Engagement and payment of Sub consultants and/or Suppliers, unless otherwise explicitly stated within our Offer, is not included. It is expected that the client will directly engage and make all required payments to Sub consultants and/or Suppliers.



10.0 DISBURSEMENTS

All disbursements such as photocopying, car rental, travel, accommodation and the like, unless otherwise explicitly stated within our Offer, will be charged additional to our offer at the cost of disbursement plus a 20% handling/administrative fee.

11.0 GENERAL PROVISIONS

11.1 The contra proferentem rule does not apply.

11.2 This Agreement should not be construed as an adhesion contract. The parties involved in this Agreement recognize and consent that the entire Contract will be subject to and construed in accordance with the prevailing laws of the State where the project is located, as well as the laws of the Commonwealth of Australia applicable in the state where the project is situated. In the event of any dispute arising from the Contract, whether under contract law, tort, or any other legal basis, the Australian Courts, including any Courts authorized to hear appeals, shall have jurisdiction over such disputes.

11.3 The Parties to this Agreement acknowledge and agree that Contract law and in particular this Agreement shall take precedence over any Common Law rights the parties may have, inconsistency and contradiction between these laws shall result in the exclusion of any Common law right and the issue, right and or dispute in question shall be read so as to give effect to the intent of this Agreement.

11.4 The Parties acknowledge & agree that before exercising any other right to terminate this Agreement or initiate any legal action or proceedings or utilise any other dispute resolution procedure the Client must notify the Consultant of its dispute & allow the consultant 10 business days to rectify the dispute, thereafter the dispute must first be referred to mediation by the Parties within 10 business days, the mediation cost will to be equally split between the Parties. Should the parties be unable to agree on a mediator either party may refer the matter to the Institute of Arbitrators & Mediators Australia for their appointment of a mediator.

11.5 The parties acknowledge and agree that all works & payment made or undertaken between the parties in relation to this Agreement or any other works on the project are subject to this Agreement and that this Agreement becomes binding upon the consultant undertaking any works.

11.6 The parties agree that in relation to this Agreement the Consultant's liability is limited to the cost of the works performed for the Client only and that the consultant is not liable for any loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of right or any other direct or indirect loss suffered by the Client.

11.7 The Client has no right to set off or back charges in respect of any amount due to the Consultant.

11.8 The Works, including any intellectual property or copyright in the Works, remains the property of the Consultant until the Client has paid for the Works in full.

11.9 Should the Client provide verbal directions to the Consultant in respect of the scope of the Work, which the Consultant is at complete liberty to accept or reject, the Consultant shall, if opting to undertake the variation, write to the Owner setting out this verbal request. Should the Client fail to respond within 5 business days of the written request the variation shall be considered accepted, and the Consultant shall proceed with the variation/additional works.

11.10 Any and all Intellectual Property belonging to the Consultant shall remain the property of the Consultant unless otherwise agreed.

11.11 A party receiving Confidential Information will ensure that the Confidential Information is:

- a) maintained confidential
- b) not disclosed to or used by any third party
- c) maintained so as to prevent disclosure or unauthorised use with at least the standard of care that the receiving party maintains to protect its own confidential information
- d) only used for the purpose of this Agreement; and
- e) not reproduced in any form except as required for the purpose of this Agreement.

12.0 SERVICES

12.1 The Services will be performed at either or both the site of the project (the "Site") or at other places reasonably required by the Consultant and / or the Client. Where the locations of the Consultant's work are not under the Consultant's control (including the Site), the Client must provide safe and reasonable access to allow the Consultant to provide the Services.



12.2 The Consultant shall provide the Services with such skill, care and diligence as is generally exercised by competent members of the relevant profession performing services of a similar nature, at the time the Services are provided.

13.0 CLIENT'S RESPONSIBILITY AND LIABILITY

Accurate information in all civil engineering projects is of the utmost importance for the Consultant. It is the sole responsibility of the Client to conduct their due diligence and ensure the provision of all pertinent and accurate data essential for the Consultant to carry out its services effectively. Should the Client neglect to furnish the Consultant with vital information that significantly impacts any project undertaken, the Client expressly recognizes and consents to potential consequences and repercussions. In such instances, the Consultant shall bear no liability for any errors, omissions, or deficiencies in any works arising from the absence or inaccuracy of information provided by the Client. We strongly encourage proactive communication from the Client and the timely provision of all necessary data, documents, and insights to enhance project precision and success. In the event of any disputes or concerns related to the furnished information and its influence on the project, both parties will actively seek amicable resolution through communication and, when deemed necessary, appropriate dispute resolution mechanisms. We emphasize the collaborative character of the client- the Consultant relationship and the shared responsibility for the project's triumph through the exchange of accurate and timely information.