

STANDARD TERMS OF ENGAGEMENT

1. Definitions

'Client' means the person or entity who/which has engaged the Company to provide the Services.

'Client Authorisation' means the written acceptance of the Proposal by the Client that forms the basis for the Contract.

'Company' means Integrity Engineering Pty Ltd ABN 18 007 806 626 trading as Integrity Engineering.

'Contract' means the agreement between the Company and the Client for the performance of the Services, resulting from the Client's acceptance of the Proposal (subject to provision of valid payment details to the Company), as may be varied by agreement.

'Credit Account' means a written agreement by the Company to provide a line of credit to the Client, with limitations and conditions as defined in the agreement.

'Credit Application' means a written application by a Client for a line of credit with the Company, which the Company may, in its sole discretion, refuse.

'Price' means the price accepted by the Client for the Services being the price(s) and/or rates set out in the Proposal or otherwise agreed in writing.

'Project' means the project in connection with which the Services are provided.

'Proposal' means the Company's written submission (including quotation or tender) for the provision of the Services and the Price that will apply.

'Scope of Work' means the extent of the Services to be provided to the Client as detailed in the Proposal.

'Services' means the services or goods to be provided by the Company to the Client, as detailed in the Proposal or as varied under the Contract or otherwise agreed in writing.

'Site' means the land or other place in respect of which the Services are to be provided.

'Terms' means these Terms of Engagement.

'Work Product' means any notes, calculations, sketches, drawings, reports and other such items in both physical and electronic form produced and/or acquired by the Company during the provision of the Services.

2. Interpretation

Words importing a gender include every gender. A reference to a person includes a reference to a corporation and vice versa if appropriate.

3. Application

Except as may be otherwise agreed in writing, the Terms shall apply to the Services to the exclusion of any inconsistent provision which may appear on any order form or other document issued by the Client. These Terms shall also apply to any variation to the Services or supplementary work which may be agreed or ordered.

4. Role of the Company

In providing the Services the Company shall exercise the reasonable skill, care and diligence ordinarily exercised by members of the engineering profession.

5. Role of the Client

5.1 The Client or its agent shall provide the Company with all information required for the provision of the Services including but not limited to the following:

- all documents and drawings necessary for the Company to perform and complete the Services;
- written acceptance of the Proposal and these Terms;
- any relevant information available regarding the Site and its history;
- approval for access to the Site.

5.2 The Client shall appoint and at all times have a representative acceptable to the Company and able to exercise the Client's powers, duties, discretions and authorities under the Contract. The Client shall advise the Company of the name of the Client's representative as soon as the Contract comes into operation.

5.3 The Client shall be responsible for payments under the Contract and any debt to the Company in connection with the Services.

5.4 The Company will not accept any request by the Client to invoice a third party under any agency arrangement express or implied unless it has received written advice of such arrangement from the Client and written confirmation from the third party that it accepts responsibility for all payments as due for the Services provided.

6. Role of Agent

If the Proposal is accepted by an agent of the Client ('the Agent'), the Agent thereby warrants to the Company that it has the Client's authority to do so and accepts that it is personally liable for the Client's obligations under the Contract. If the party which accepts the Proposal does not indicate its role as Agent, then it shall be responsible in all aspects as the Client.

7. Commencement

The Company will commence performance of the Services only when it is satisfied that it is in receipt of sufficient and necessary information and documentation from the Client or other party involved with the Project upon whom the Company is relying to provide such information or documentation.

8. Fees

8.1 Any estimate of total cost (where a schedule of rates is provided) or the lump sum (where a lump sum is provided) is based on the Scope of Work. The Company will endeavour to provide the Services within the estimate or sum provided.

8.2 Should undisclosed or unexpected conditions be encountered requiring additional work outside the Scope of Work, the Company will endeavour to advise the Client and seek its approval before undertaking work which will cause the total cost to exceed the original estimate or sum. If any such activity is required which is outside the Scope of Work for which a lump sum fee has been quoted, the Company will charge for such additional work at the current standard hourly rates for personnel and equipment.

8.3 Goods and Services Tax (GST) will be applied to all goods and services to which it is applicable in accordance with Federal Law. A Tax Invoice showing the base fees, GST components and total fees will be supplied.

9. Condition Precedent

If the Company requires the Client to complete a Credit Application the Contract shall only come into operation when the completed application is approved and accepted by the Company at its sole discretion.

10. Terms of Payment

10.1 Invoices will be issued on completion of the Services and are due for payment in full within 7 days unless otherwise agreed by the Company.

10.2 If the Client does not hold an active Credit Account with the Company then the Work Product will not be released to the Client unless and until payment of the account has been made in full. A Credit Account will not be considered active if the Company, at its sole discretion, has notified the Client in writing that the Credit Account is on hold or has been terminated.

10.3 Where fees are not paid within the Terms, the Company shall be entitled to cease work or withhold Work Product until the account is settled. The Company shall not be liable for losses incurred by any party as a result of cessation of work or withholding of Work Product under these circumstances.

10.4 The Company shall be entitled to charge interest at the rate of 2% per month on any invoices unpaid after 15 days from the due date. If the invoice is not disputed within 7 days of receipt it will be deemed to have been accepted at its stated value (E&OE).

10.5 Failure by the Client to collect or take delivery of Work Product will not release the Client from liability for payment of any outstanding accounts.

11. Intellectual Property

11.1 All Work Product produced by the Company in connection with the Project is the property of the Company whether or not the Project proceeds. Copyright of all Work Product produced by the Company remains the property of the Company. The Company licenses the Client alone to use this material in relation to the Project.

11.2 Where the Client is in breach of any obligation to make payment to the Company, the Company shall be entitled to retain any or all Work Product and to require any Work Product already provided to the Client (including copies) relating to any unpaid account to be returned to the Company and not to be used by the Client for its intended purpose.

11.3 The Client shall not have the right to alter or amend any Work Product and must acknowledge the Company's work in all such material incorporated into documents or reports published by or on behalf of the Client.

12. Warranty

The liability of the Company to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be limited to the cost of rectifying the works which are the subject of the Services.

13. Limitation of Liability

13.1 The Company shall not be liable for any loss of revenue or loss of profits that is consequential to the performance or non-performance of the Services.

13.2 If the Services include giving to the Client an estimate of the likely costs for the project, the Company warrants only that it will exercise the reasonable skill, care and diligence ordinarily exercised by members of the engineering profession in the preparation of a professional opinion of those costs.

13.3 The Company does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services except to the extent, if any, required by law or specifically provided for in these Terms. If apart from this Clause any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded.

13.4 Nothing herein contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to the Terms of all or any of the provisions of Part V of the Competition and Consumer Act 2010 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

14. Assignment

The Client shall not assign the Contract without written permission of the Company.

15. Termination/Suspension

This Contract may be terminated or suspended by either party on the expiration of reasonable notice given in writing. Upon termination or suspension the Company shall be entitled to payment in accordance with the Contract for Services provided. Where the Contract is terminated or suspended by the Client, other than because of default by the Company, or is terminated or suspended by the Company because of default by the Client, including non-payment of fees, the Company shall also be entitled to recover all loss, expense and damage thereby incurred.

16. Dispute Resolution

16.1 If a difference or dispute between the Client and the Company arises out of or in connection with the Contract, then either party may deliver to the other party a notice of dispute in writing adequately identifying and providing details of the dispute.

16.2 Within 14 days after service of a notice of dispute, the parties shall confer at least once to attempt to resolve the dispute. At such conference each party shall be represented by a person having authority to agree to a resolution of the dispute.

16.3 In the event that the dispute has not been resolved within 28 days of service of the notice of dispute, either party may by notice in writing to the other party refer such dispute to arbitration. Arbitration shall be effected in accordance with and subject to The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations.