

Terms And Conditions Of Agreement For Provision Of Consulting Services

1. 1. Standard Terms:

- All prices include GST unless otherwise noted. All prices are held firm for 12 months from date of contract.
- Certificates required by council, or any other party to be charged at \$176 per certificate. Design Certificates (Not Part 4a) for the Construction certificate at \$132. Archive retrieval cost \$55.
- Site inspections as requested by Council, Builder or Local Authority to be charged at \$209.00 per hour including travelling time from Castle Hill (Minimum one-hour charge.) All additional works requested by client to be charged at \$209.00 per hour.
- All consultants meetings to be charged at \$209.00 per hour including travelling time. Written notification will be required to confirm the time and place of meeting and expected duration.
- Any cancellation of inspections not notified to office at least 2 hours prior to time booked will be charged a 1 hour minimum charge.
- **NOTE:** The Client is responsible for inspection fees for all inspections requested by builder or any local authority solicitor or agent on behalf of owner.
- All additional prints (A3) size requested other than the initial 1 set of stormwater drawings shall be charged at \$1.10 per print. (Emailed copies are not charged).
- Payment for all items, other than stormwater design and detail documentation, is due within 7 days from the date of invoice. If there are any difficulties with this matter please call our office, otherwise all accounts shall be subject to a 10% administration fee accrued every 30 days commencing from date of invoice
- Works not conducted in the above fees include but not limited to works associated with other consultants co-ordination, overland flow assessments requested by councils not mentioned in scope of works above, driveway long-sections and geotechnical assessments of site, survey works.
- Local council approvals shall be the responsibility of the client in all circumstances. Ibrahim Stormwater Consultants will assist in any way required if requested by the local authority in its capacity as Structural and Civil Engineers.

2. Professional Standard of Care:

Ibrahim Stormwater Consultants shall provide and perform the services exercising due skill, care, diligence and judgement to a standard of competence regarded as acceptable by the members of the consulting engineering profession.

However Ibrahim Stormwater Consultants does not accept responsibility for minor errors or omissions. It is an inevitable factor of the relationship between Client and consultant and between consultants that minor errors and omissions will occasionally occur. Ibrahim Stormwater Consultants will ensure that their standard of competence matches or is better than that of the consulting engineering profession generally.

3. Information to be provided by the Client:

The Client shall define the scope of work and services to be provided by Ibrahim Stormwater Consultants and furnish Ibrahim Stormwater Consultants with all information and basic data required for the performance of the services and where necessary clarify the scope of work and services to be provided. Ibrahim Stormwater Consultants shall be entitled to rely upon such information and data. The Client shall advise Ibrahim Stormwater Consultants immediately it becomes aware of any matter, which may change the scope or timing of the project.

4. Responsibility of Client:

The Client shall promptly arrange site access and, unless otherwise specifically stated, shall as soon as practicable, obtain all necessary approvals, authorities, licenses and permits required from Government, Municipal or other responsible authorities for the lawful implementation and completion of the project.

5. Sub-Consultants:

Ibrahim Stormwater Consultants is authorised to employ, if required or considered desirable, and on behalf of the Client, and at his expense,

sub-consultants for the performance of specialist tasks associated with the project.

Ibrahim Stormwater Consultants shall employ sub-consultants who have the necessary skills and experience in their field of expertise to properly perform the services.

Ibrahim Stormwater Consultants shall not be responsible for and is not competent to certify the accuracy or adequacy of such services, but shall report to the Client relating to defective work or other default of a sub-consultant.

6. Variations:

In the event that the scope of work for the provision of services is changed, Ibrahim Stormwater Consultants shall be entitled to review the value of the fee previously agreed and the Client shall pay all additional costs at the rate of \$209.00 per hour. Expenses associated with any increase or change in the scope of services to be paid by client

Where the scope of services is to be reduced, Ibrahim Stormwater Consultants shall advise the Client of the value of the reduction of the previously agreed fee.

7. Limitation of Liability:

- 7.1 The Client will indemnify and hold the Company harmless against all claims costs and demands (including in respect of negligence) by third parties in respect of the service concerned.
- 7.2 The Client acknowledges that in the event of the Company having failed to exercise reasonable care, the Company's liability, if any, shall be absolutely extinguished after the expiration of six months from the date of the Company's invoice in respect of the service.
- 7.3 In the event that the Company is liable to the Client for failure to Exercise reasonable care, such liability shall be limited to the greater of;
 - The amount of the fee actually paid by the Client to the Company for the service concerned (to a maximum of \$10,000.00) or,
 - Any other amount agreed in writing between the Client and the Company.
- 7.4 Despite any other Clause, where section 74 of the Trade Practices Act applies in respect of the service concerned, the Company's liability, if any, is limited to:
 - The supplying of the service again, or
 - The payment of the cost of having the service supplied again.
- 7.5 If the Company is liable to the Client for any loss or damage arising in connection with any goods or services provided by the Company pursuant to this Agreement or otherwise, the Client's entitlement to recover damages from the Company shall be reduced by such amount as fairly reflects the extent to which any act. Omission or negligence of the Client or any third party caused or contributed to such loss or damage.
- 7.6 Under no circumstances, whether as a result of any act, neglect or default or otherwise howsoever, shall the company have any liability for or in relation to any work, reports, information, plans designs or specifications supplied or performed by any third party, including a third party engaged by or at the suggestion of the Company.

8. Copyright:

The ownership and copyright of the project documents consisting of all drawings, reports, specifications, calculations and other documents prepared by Ibrahim Stormwater Consultants shall be and shall always remain the property of Ibrahim Stormwater Consultants.

Provided he is not in default under the agreement, the Client shall have a license to use the documents of the purpose of completing the project, but the Client shall not use, or make copies of such documents in connection with any work not included in the project.

9. Termination of Agreement:

- a) Ibrahim Stormwater Consultants may by notice in writing served on the Client terminate the agreement:
 - (i) If the Client is in breach of the provisions of clause 1, 3.6, 7& 8 hereof.
 - (ii) If the Client is otherwise in breach of the agreement and the breach has Not been remedied within fourteen (14) days (or longer period as Ibrahim Stormwater Consultants may allow) of the service by Ibrahim Stormwater Consultants on the Client of a notice requiring the breach to be remedied; or
 - (iii) If the Client being a Company is wound up. Or if the Client goes into liquidation or if a Provisional Liquidator, Receiver and/or Manager or official Manager is appointed to the Client in respect of its undertaking or property or any part thereof or, if being a person, the Client dies or becomes bankrupt or mentally incompetent.