TERMS AND CONDITIONS

**BETWEEN: A1 Certifier Pty Ltd - ACN 622270786 (A1C, We’, ‘us’ or ‘our’)**

**AND: The client(s) person entering into contract (you)**

This client fee agreement sets out the work that A1C will perform for you and how we will charge you for that work. We regret that this agreement must be so formal, but it is important for you to understand that you are entering into a professional relationship with us. A1C feel that it is important for you to fully understand all of the terms of our relationship as this understanding will give both you and A1C a firm foundation for our relationship.

1. **Recitals**

The Client has requested the Consultant to provide the services set out in the attached Services Schedule (the “Services”) at the site set out in the Site Schedule (the “Site"). You should contact us immediately if you consider our understanding as set out in Item 2 of the Schedule is inaccurate in any way.

1. **Person who will perform the work**

The person(s) named in item 3 of the Schedule will be responsible for the work performed. From time to time it may be necessary to utilise the skills of other members of A1C. You should contact the person named in item 3 of the Schedule with any queries regarding the project. If you have concerns regarding the standard of the performance of the work you should immediately contact the person named in item 3 of the Schedule in writing.

1. **Expert Consultants**

A1C may suggest using the services of consultants who are experts in their field depending on the requirements and technical input required to formulate reports for the project e.g. landscape architects, architects, engineers, surveyors, urban designers, traffic engineers etc. You understand that if appointed, it is your responsibility to pay these costs. A1C strongly advises that you to seek independent specialist advice in relation to infrastructure charges that could be charged on the project before undertaking to proceed.

1. **Legal Advice**

A1C does not provide any legal advice regarding the work to be performed under this Agreement. A1C makes no representation or warranty (express or implied) as to the legal ramifications, fitness for purpose or suitability of any planning reports or development applications prepared under this Agreement from a legal perspective. A1C recommends that you take independent legal advice on any planning reports or development applications prepared by A1C prior to lodgement with Council. A1C accepts no liability or responsibility should you fail to take legal advice prior to lodgement.

1. **Calculation of fees**

Our fees are charged on a time costed basis. Many projects are costed in stages at either hourly rates, hourly rates with estimate or a fixed fee. In determination of our fees, A1C will charge our time on an hourly basis or part thereof. That is to say time will be charged at six (6) minute intervals with six (6) minutes being the minimum interval recorded for professional services. Any services performed for intervals of less than six minutes will be rounded up. Where hourly rates (exclusive of GST) are charged, these will be set out in the Item 4 of the Schedule.

You understand and agree that A1C reserves the right to change the hourly rate during the term of this Agreement by giving You thirty (30) days advance notice in writing.

1. **Associated Costs**

In addition to our professional fees set out in the 'Calculation of fees' section above, A1C will require payment for all costs incurred by us on your matter. These will include services that A1C (or an associated company) use or supply on your behalf.

You agree to pay by cheque or direct deposit money into the A1C bank account (details noted in the Professional Fees and Charges Schedule) to cover the costs or outlays which may be incurred on your behalf. Such outlays may include (but are not limited to) search fees, Council fees, application fees, courier fees, government revenue charges, post and freight charges, administration, production of reports, photographs, external printing, DVD / CD archiving and binding which will be charged as per rates set out in item 4 of the Schedule.

1. **Fees and Costs**

Item 4 of the Schedule relates to our Professional Fees. Where a fixed fee is agreed, A1C will perform all works as agreed for that fee. Any works requested that are outside of the scope of work set out in item 2 of the Schedule will be charged by agreement between You and A1C at either our standard hourly rates or an additional fixed fee.

Where an estimate is provided, You understand that A1C is not bound by this amount but You can be confident that if the matter proceeds smoothly, the total fees and costs will not exceed this amount. If there are any unforeseen complications or delays on your matter, the additional fees will be charged on a time basis at the hourly rates set out in item 4 of the Schedule after negotiation with You.

A1C request that the sum recorded in item 5 of the Schedule ('Commencement Fee') be paid in advance by You to cover part of the fees and costs for initiating the project. A Tax Invoice will be issued upon receipt of your Commencement Fee.

1. **Lodgement of documentation with Local Authority**

You understand that it is A1C policy not to advance any monies to cover fees required for lodgement of documentation for a project with Local Authorities or relevant agencies. You understand and agree that any fees required will be paid in advance by You to cover these costs. Documentation will not be appraised, processed or released until confirmation of payment has been received by A1C.

1. **Extraordinary items**

An extraordinary item is work that is not identified in item 2 of the Schedule. Any such extraordinary items must be expressly approved by You and A1C will not undertake work or incur expenses associated with such extraordinary items without your written instructions.

1. **Accounts**

All of our accounts to You will be in the form that specifies the person who worked on your matter, the time taken for the billing period, and the total cost for that time.

Accounts will be issued as required or monthly. All accounts must be paid within 14 calendar days of their issue. A1C reserves the right to claim interest on any overdue accounts at the rate of 14%p.a calculated daily and charged monthly.

The Commonwealth Act called A New Tax System (Goods and Services Tax) Act 1999, imposes GST on our costs and on the outlays and disbursements we may pay on your behalf. You agree to pay any GST payable as detailed in any Tax Invoices issued by A1C to You.

1. **Termination of our services**

You may terminate this agreement and withdraw your instructions from us at any time, and for any reason, provided that You do so in writing. A1C are entitled to all outstanding fees and costs up to the date of termination and will be entitled to retain possession and hold a lien over your files until payment of those fees and costs.

1. **Termination of this agreement**
2. A1C may terminate this agreement and cease to act for you if You:
3. breach this agreement;
4. require us to act unlawfully or unethically;
5. fail to give us clear or adequate instructions or keep us advised of your current contact details; indicate that You have lost confidence in us (which may be deemed to occur if You fail to follow our advice);
6. lose legal capacity which includes but is not limited to You being unable to pay its debts when they fall due, an administrator, trustee, receiver and/or manager or liquidator is appointed to your affairs or You enter into any arrangement designed to protect You from your lawful creditors;
7. fail to pay an account from us within 30 days or fail to provide other funds as required;
8. fail to agree to a variation of the terms of this agreement required by us.
9. A1C will give you reasonable notice of our intention to terminate

this agreement.

1. **Duties**
2. Our duties are to:
3. Carry out the work required with professional skill and diligence;
4. Keep you informed of the progress of your matter.
5. A1C’s performance of the Services is solely for the benefit of the Client and the Client shall indemnify A1C against any claims from third parties in respect of the Services save to the extent that:
6. A1C may, without being requested to do so by the Client, furnish information or advice direct to such third parties;

A1C may, in writing, unconditionally authorised disclosure of information or advice to such third parties.

Your duties are to:

1. Make all reasonable efforts to be available to give us instructions in relation to the work to be carried out;
2. Make arrangements to enable contact between us if you will be absent from your residence or business during a time when instructions will need to be given to us;
3. Accept our advice and give clear instructions when requested by us;
4. Tell us if you have any important time limits;
5. Make sure A1C have understood your instructions correctly;
6. Deal with any important questions that arise promptly.
7. shall provide access to the Site at such times as may reasonably be required by the Consultant for itself and its sub-contractors;
8. Shall provide free of charge such drawings, data and information as may be available to the Client and as may reasonably be required by the Consultant for the performance of the Services;
9. Shall in consideration of the performance of the Services, pay the Consultant fees and reimburse costs and disbursements as set out in the attached Fee Schedule;
10. Shall inform the Consultant of the identity of the principal contractor for the purposes of the Occupational Health and Safety Regulation 2001 (“Regulation”);
11. Shall ensure that the principal contractor carries out his obligations under the Regulation insofar as those obligations affect or are relevant to the Consultant including without limitation, his obligations concerning OHS induction training and safe work method statements;
12. Warrants that he has inspected the OHS management plan prepared by the principal contractor and that it complies with the requirements of the Regulation;
13. Shall nominate, and ensure that at all times there is, a Client’s representative with exclusive authority to give directions to the Consultant.
14. **Intellectual property**

The copyright in all drawings, reports, calculations and other documents provided by A1C pursuant to or in connection with the Services shall remain vested in the A1C but, provided all sums due to A1C have been fully paid, the Client shall have non-exclusive licence to use the same solely for any purpose for which they were prepared, subject always to the other provisions of this Agreement. Save as aforesaid, the Client shall not make copies of such drawings, reports, calculations or other documents nor use the same for any purpose without the prior written consent of A1C and may only do so upon such terms as may be agreed between the Client and A1C.

1. **Sub-licence**

Provided that that all monies due and owing under this agreement have been paid by You then You may enter into a sub-licence with a third party in respect to the licence granted to you under clause 14 Such licence must be in writing and to be effective the Licence will need to be executed by You, A1C and the third party as follows:

The Sub-licensee acknowledge that the Head-licensor retains all the copyright (and all other intellectual property rights) in everything

including systems, methodologies, applications, plans, research, know-how, reports, written advice, correspondence, documents, agreements and any other material prepared by the Head-licensor for the Sub-licensor (the “Intellectual Property”). The sub-licensor grants to the Sub-licensee a perpetual, non-exclusive and non-transferrable license, to use the intellectual property rights only to the extent necessary for you to complete the development of the Property on which the Head-licensor was engaged by the Sub-licensor to provide advice.

1. Confidentiality

We both agree to take reasonable steps to maintain the confidentiality of all confidential information. Should you wish to provide a third party with copies of any material prepared by us (other than by way of a Sub-licence) then A1C reserve the right to set the terms on which those copies are given or used and may require the third party to enter into a direct relationship with us with respect to their confidentiality.

1. **Limitation of Liability**

A1C maintains a professional indemnity insurance policy limited to an amount of $2,000,000.00. A1C hereby limits its liability to the amount which A1C has insurance coverage for and is fully indemnified for by its insurer.

1. **Apportionment of liability**

Notwithstanding an incident of negligence by us, should your conduct or negligent failure to act have caused or contributed to the damage suffered there will be an apportionment of liability for any such loss or damage. For the avoidance of doubt, A1C expressly excludes any liability to the extent that it is caused or contributed to by your conduct or negligent failure to act.

1. **Qualified advice**

From time to time the advice given by us to you will be based on assumptions and/or qualifications wit those assumptions and/or qualifications set out in our advice.

1. A1C does not accept liability for any part of our advice that is conditional upon any of those assumptions where further information or events make any part of our advice proven incorrect.
2. **General**

If any part of this agreement is held to be void or unenforceable then that part of the agreement may be severed and the rest of the agreement shall not be affected by such severance. You understand that there are to be no additions, strike outs, changes or waivers of any kind whatsoever to this agreement unless the change is in writing and signed by both A1C and You. Further You understand that this Agreement applies to this project only and not to any other projects that may arise.

1. **Independent advice**

A1C hereby inform You that You should seek independent legal advice, prior to entering into or execution of this agreement.

1. **More than one Client**

Where there is more than one of You named in this agreement

1. Each of You will be considered the agent for the other for the purposes of giving instructions binding on both;
2. If a conflict of interest arises at any time between You causing uncertainty in instructions we may terminate this agreement and You will all be jointly and severally liable to pay the costs incurred by us up to that time; The liability of each of You will be both joint and several.
3. **Acknowledgment**

You acknowledge that before you enter into this agreement that You have read, understand and agree to be bound by the terms of this agreement and that You retain a copy of it.

1. **Governing Law**

This document is governed by the law in force in Queensland. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.