



# BESPOKE ENGINEERING SOLUTIONS

## General Conditions of Engagement

These general conditions form the basis on which Bespoke Engineering Solutions Pty Ltd will undertake consultancy services. They are read in conjunction with the proposal for consulting services and the Authorisation to Proceed (and if provided by the Consultant prior to the Client signing the Authorisation to Proceed, any other special terms and conditions, scope definitions and scope of work and details of fee and expense charges) to constitute the entire Agreement between the Client and Consultant (the "Agreement"). The Agreement is made in Logan; any disputes arising under it are governed by Queensland law.

1. Bespoke Engineering Solutions Pty Ltd shall provide to the Client the services described in the fee proposal or variation with such other services as may be agreed from time to time for the "project".
2. The Client shall provide to the Consultant briefing and all information and documents concerning the Client's requirement for the services and will advise the Consultant of any changes to the services required. The Client will cooperate with the Consultant to allow proper performance of the services.
3. The Client shall pay to the Consultant the Fee as set out in the Fee together with any such other amounts in respect of other services agreed to be provided. The Fee will be invoiced progressively for fees and costs for work actually done in providing the services.
4. In providing the services, we shall exercise the degree of skill, care and diligence normally exercised by consultants in similar circumstances in accordance with the ethics of the engineering profession.
5. The Client agrees that in addition to all other rights and remedies of the Consultant if the client fails to pay all monies as and when due, the Consultant shall be entitled to recover interest, being at the rate of 20% per annum. The interest shall be calculated on daily balances from the date 14 days after the date of the account to the date of payment of the account by the Client.
6. The liability of the Consultant to the Client in respect of the project arising out of the performance or nonperformance of the services under contract, tort (including negligence) or otherwise excludes consequential losses and is limited to the Client's direct losses to the value of the services provided only.
7. After the expiration of 6 month from the date of the final invoice in respect of the final amount claimed by the Consultant pursuant to Clause 4, the Consultant shall be discharged from all liability in respect of the services whether under the law of contract, tort (including negligence) or otherwise.
8. Copyright in all drawings, reports, specifications, bills of quantity, calculations and other documents provided by the Consultant in connection with the services shall remain the intellectual property of the Consultant.
9. The Client alone shall have a license to use the documents referred to in clause 8 for 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.
10. The Consultant maintains the following insurances with the limits specified:

Workers Compensation:	As required by Law
Public Liability:	\$20 million
Professional Indemnity:	\$2 million
11. If the Client is on breach of any obligation to make a payment to the Consultant, the Consultant may revoke the license referred to in clause 9, and the Client shall then forthwith cause to be returned to the Consultant all documents referred to in clause 8 and all copies thereof.
12. Any dispute between the Client and the Consultant shall first be the subject of mediation: provided that this provision shall not prevent the Consultant from instituting legal action at any time to recover moneys owing by the Client to the Consultant.
13. The Client may terminate their obligations under this Agreement-
  - in the event of substantial breach by the Consultant of their obligations hereunder, which breach has not been remedied within 30 days of written notice from the Client requiring the breach to be remedied; or
  - upon giving the Consultant 60 days written notice of their intention to do so.
14. The Consultant may suspend or terminate their obligations under this Agreement-
  - a) in the event of-
    - i) moneys payable to the Consultant hereunder being outstanding for more than 60 days;
    - ii) other substantial breach by the Client of his obligations hereunder, which breach has not been remedied within 30 days of written notice from the Consultant requiring the breach to be remedied; or
  - b) upon giving the Client 30 days written notice of their intention to do so.
15. The Client may engage, or prior to this Agreement have already engaged, a third party to provide specialist services for the project. The Consultant may, as agent for the Client, engage a third party to provide specialist services for the project. The Client accepts responsibility for all moneys payable to such third party or third parties unless otherwise provided in clause 1.
16. The Client acknowledges that these specialist services provided by the third party are provided under a separate agreement for the Client and do not form part of this Agreement. Under no circumstances, whether as a result of any act, neglect or default or otherwise howsoever arising, shall the Consultant have any liability (including for negligence) for the specialist services in Clause 15 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 Consultant.
17. In the event that the site has existing buildings there is likelihood that asbestos and/or material containing asbestos exists in your property. We do not have any professional indemnity insurance cover for claims arising out of or in connection with any claims related to asbestos or material containing asbestos. This is a worldwide exclusion in professional indemnity policies. We and our representatives do not have the specialist technical knowledge or the authority to advise you and/or your contractors on the identification, safe handling or removal of asbestos and/or any materials containing asbestos. You and your contractors should therefore seek independent professional advice regarding the identification, safe handling and removal of any asbestos and/or any materials containing asbestos in relation to your property. Unfortunately, we are not able to assist you in recommending, organising or engaging such an independent expert but we do recommend that you seek advice from the Department of Workplace Health and Safety in determining how to next to proceed."
18. Neither party may assign, transfer or sublet any obligations under this Agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment, transfer or subletting shall release the assignor from any obligation under this Agreement.
19. All upfront commissioning payments that are required to be made prior to work being undertaken are all non-refundable payments. Under no circumstance will the client receive a refund on any commissioning payment.
20. All documentation prepared by C&P Engineers remains the intellectual property of the consultant. Release of documentation will be in PDF format only. Any DWG files will not be released to the client unless otherwise agreed with the company Director in writing.

### DEFAULT & EVENTS OF DEFAULT

21. If the Client defaults in payment of any invoice when due, the Client shall indemnify the Consultant from and against all costs and disbursements incurred by the Consultant in pursuing the debt including legal costs on a solicitor and own client basis and all of the Consultant's debt collection agency costs and commission charges.

### Acceptance of Agreement – Clause

1. The delivery of this Agreement by the Consultant to the Client constitutes an offer by the Consultant to the Client to provide the Services described in the Agreement in accordance to these conditions.
2. An Agreement for the provision of the Services is formed between the Consultant and the Client when the Client:
  - a. Confirms acceptance of the Agreement by signing the execution page where indicated, or
  - b. Informs the Consultant in writing to commence providing the Services or otherwise communicates with the Consultant in any way which confirms or implies acceptance of this Agreement; or
  - c. Instructs the Consultant to provide the Services to the Client
3. No other term or condition notified by the Client to the Consultant either verbally or in writing or in any other way prior to or subsequent to the delivery of this Agreement will have any application or form part of this Agreement unless and until specifically accepted in writing by the parties.

### Personal Guarantee – Clause

1. The client accepts that in the case of defaulting payment, and the payment is over 120 days the Consultant has the right to peruse the Personal Guarantee contact. This will be perused using the Contact Details on the signed ATP (Authorization to Proceed).
2. By signing the ATP, the client confirms they currently hold no defaults with any creditors, which is inclusive of Business and Personal credit history. The client has not been refused insurance by any insurer whether it be Business or Personal.
3. If the client's debt is to be pursued all legal fees including personal time will be of a cost to the client.