

## **TERMS & CONDITIONS OF ENGAGEMENT**

### **1. ROLE OF STA CONSULTING ENGINEERS {STA}**

STA shall perform the services with reasonable skill, care and diligence. STA shall communicate with the client by and through STA representative, who shall have authority to bind STA in respect of all matters arising out of or in connection with the agreement. STA shall consult with the client throughout the performance of the services. Unless otherwise agreed, STA may rely on and treat the documentation and the directions provided by the client as accurate and correct. If STA considers that any documentation made available to it by the client is insufficient to enable STA to provide the services or is incorrect, then STA shall notify the client accordingly. If STA becomes aware of any matter that will change the scope, character, quality, sequence or timing of the services, then STA shall promptly notify the client of that matter. STA shall keep confidential any information disclosed by the Client or of which STA becomes aware in respect of the project, unless such disclosure is approved or agreed to by the Client.

### **2. ROLE OF THE CLIENT {CLIENT}**

The Client shall promptly provide STA with all documentation and directions necessary to enable STA to provide the Services. Unless otherwise agreed, the Client shall promptly obtain all access, approvals, authorities, licences and permits necessary to enable STA to provide the services. The Client shall communicate with STA by and through the Client's representative, who shall have authority to bind the Client in respect of all matters arising out of or in connection with the Agreement. If the Client becomes aware of any matter that will change the scope, character, quality, sequence of timing of the Services, then the Client shall promptly notify STA of that matter. The Client shall cooperate with STA and shall not interfere with or obstruct the performance of the Services.

### **3. PAYMENT TO STA CONSULTING ENGINEERS FOR THE SERVICES {STA}**

The Client shall pay STA the Fee and, unless stated otherwise. Where STA considers that an external consultant or contractor is required to enable STA to provide services, then STA may (with the approval of and as the agent of the Client) engage such a consultant or contractor on terms determined by STA. In respect of any such engagement, the Client acknowledges that the consultant or contractor is the agent of the Client and the Client indemnifies STA against all liability arising from the engagement including, without limitation, liability to third parties. Alternatively, if it is mutually agreed that STA engaged the consultant or contractor as a sub-contractor to STA then the client shall by STA an administration fee equal to 15% of the total cost of that consultant or contractor. Unless agreed otherwise, STA shall issue progress claims at monthly intervals on the last business day of the month and the Client shall pay each claim in full with 14 days of the date of the progress claim. STA is entitled to charge the Client interest at the rate of 10% per annum on any overdue payments from the due date for payment up to an including the date of payment. The Client shall pay all costs and expenses (including, without limitation, legal costs) incurred by STA in pursuing any overdue payments. If the performance of the Services is delayed by an act, omission or default of the Client or its employees, agents, consultants or contractors, then the Client shall pay STA for the costs and expenses incurred by STA as a result of the delay. If the Client varies the scope, character, quality, sequence, or timing of the Services, then STA may vary the fee accordingly. If after the date of the Agreement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia (or any country or territory where the Project is located or Services are to be performed) or any Statutory Authority, and that change directly or indirectly increases or decreases the Fees or Reimbursable Expenses, then STA may vary the Fee and reimbursable expenses accordingly.

### **4. SCOPE OF LIABILITY**

STA shall not be liable to the Client for: the acts, omissions or defaults of other contractors or consultants engaged by the Client (including consultants or contractors engaged by STA as agent for the client.; Any changes, alterations or additions to the Services made by others without the express approval of STA.; the accuracy of any costs estimates; any loss of use, opportunity or production, loss of interest, earnings or profit, holding or financial costs, business interruption or any indirect or consequential losses; and any loss damage or claim to the extent that such loss, damage or claim was caused or contributed to by the Client or its employees, agents, consultants, or contractors. To the fullest extent permitted by law, all warranties implied by statute or otherwise is excluded. In the event of a breach by STA of a warranty implied under the Trade Practices Act 1974 and which cannot be contractually excluded, STA's liability to the Client for such breach shall be limited to the cost of supplying the Services again. STA shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract, or tort or otherwise, at the expiration of one year from the completion of the Services, and the client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against STA (or any employee contractor or sub-consultant of STA) in respect of the Services after that date.

### **5. COPYRIGHT AND USE OF DOCUMENTS**

Copyright and the intellectual property in all drawings, reports, specifications, bills of quantities, calculations and other documents produced by STA in connection with the Services shall remain vested in STA. Provided the Client pays STA in full for the Fee and, if applicable the reimbursable expenses. STA may with prior consent of the Client publish, either alone or in conjunction with others, articles, photographs and other illustrations relating to the Project. If during the course of providing the Services STA develops, discovers or first reduces to practice a concept, product or process which is capable of being patented, then such concept, product or process shall be and remain the property of STA and the Client shall NOT use, infringe or otherwise appropriate the same without first obtaining the written consent of STA.

### **6. DISPUTE RESOLUTION**

If a dispute arises out of or in connection with the Agreement, then either party may by notice in writing served on the other party require that such dispute be resolved within 14 days after service. Each party must use their best endeavours to resolve the dispute or agree on a process for resolving the dispute. If the dispute is not resolved or a process for resolving is not agreed to within 28 days of service of the notice, then the dispute may be resolved through litigation.

### **7. TERMINATION OF SERVICES**

The Client may by notice in writing to STA terminate the Agreement if: STA is in breach of the terms of engagement and the breach has not been remedied within 14 days (or longer period as the Client may allow) of the service by the Client on STA of a notice requiring the breach to be remedied; or the Client serves STA a notice requiring that the agreement be terminated on a date specified in the notice being not less than 60 days after the date of issue of the notice. STA may by notice in writing to the Client suspend the provision of Services or terminate the Agreement if: the client is in breach of any of the obligations as set out above; or the client is in breach of any other obligations under the agreement and the breach has not been remedied with 14 days (or such longer period as STA may allow) of the service by STA on the Client of a notice requiring that the agreement be terminated on a date specified in the notice being not less than 60 days after the date of the notice ; or the client becomes insolvent or appears unable to pay its debts. If STA suspends the provision of the Services at its sole discretion and at any time, either terminate the agreement or recommence the services by notice in writing to the client. All loss, damage, costs, expense or loss of profit incurred by STA as a result of suspension or termination shall be borne by the Client. Termination shall be without prejudice to any claim that either party may have against the other in respect of any breach of the terms of the agreement which occurred prior to the date of termination. If the agreement is terminated for any reason other than a breach of the agreement by STA, then the Client shall pay STA for the services carried out prior to the date of termination and all other costs and expenses incurred by STA as a result of the termination (including, without limitation, cancellation charges of external consultants).



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## 8. GENERAL MATTERS

Nothing shall prevent STA from employing such persons or companies, as it may deem appropriate to assist it in the performance of the Services. The agreement shall be governed by the law of the State in which the majority of the Services are provided, or the law of Queensland if the majority of the Services are performed outside Australia.

## 9. HOURLY RATES

If the Fee or a means of calculating the Fee is not specified, the fee shall be calculated using the following hourly rates which are subject to change by written notice.

a) Director	\$200 per hour
b) Senior Engineer	\$150 per hour
c) Engineer	\$125 per hour
d) Senior Drafter	\$100 per hour
e) Draftsperson	\$75 per hour

## 10. ADDITIONAL FEES

Should any changes be made subsequent to the agreed scope of works, a variation in cost may be applicable. Additional services required due to modification or alterations to the layout or scope of works due to circumstances beyond the control of our office, would be subject of a separate fee charge. Any additional work will be offered on a time basis via:

a) Director	\$200 per hour
b) Senior Engineer	\$150 per hour
c) Engineer	\$125 per hour
d) Senior Drafter	\$100 per hour
e) Draftsperson	\$75 per hour

## 11. CANCELLATION FEES

Should the fee proposal (QUOTE Proposal) be accepted and subsequently cancelled after twenty four (24) hours of acceptance a cancellation fee shall apply of \$100.00 including GST. Cancellations received following issue of any documentation or after any design work has been performed, shall be subject to a fee based on our standard hourly rates, detailed below, for work performed up to the time of written receipt of cancellation. ALL cancellations must be received in writing.

**END OF TERMS AND CONDITIONS OF ENGAGEMENT DOCUMENT**



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