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## Terms of Engagement

### Consulting Services

### Standard Conditions of Contract

Agreement	
1	The Agreement means the agreement for the Company to provide the Services to the Client. The Agreement comprises the Offer Document or Proposal Document, Engagement Letter, these Standard Conditions of Contract and any other documents referred to in the Engagement Letter. The Agreement represents the entire understanding of the parties and supersedes all prior agreements, arrangements, representations or understandings (if any) of the parties in respect of matters dealt with by this Agreement.
2	The Agreement applies to the performance of the Services regardless of whether the Agreement was in force at the time the Services were performed.
Providing the Services	
3	The Company will provide the Services in a manner that facilitates the timely completion of the Project and where such matters are within the Company's control.
4	The Company must exercise reasonable care, skill and diligence in providing the Services.
5	The Client must, within a time that does not delay the Company in providing the Services, make available to the Company all the appropriate information, data, documents and other associated details required for the Company to provide the Services.
6	The Company reserves the right to review and amend all outputs prepared from the service including but not limited to calculations, data, cost estimates, reports and/or opinions where: <ul style="list-style-type: none"> <li>a) additional sources of information not presently available (for whatever reason) are provided or become known to the Company; and/or</li> <li>b) the Company considers it prudent to revise the project outputs or estimates in light of any information which becomes known to it after the date of provision of the Services.</li> </ul>
7	Where the Company considers it appropriate to do so, it may with the Client's prior approval (which shall not be unreasonably withheld), engage another consultant to provide assistance to the Company to complete the Service.
8	The Client undertakes that, during the course of the project and for a period of 6 months after the completion of the project and payment of all fees, it will not employ or engage, or make any offer to employ or engage, any Company employee or contractor involved in the performance of the Services without the prior written consent of the Company.
Change in Scope or Timing of Services	
9	If the Company or the Client becomes aware of any matter which will change or has changed the scope or timing of the Services or the Project, then it will as soon as practicable give notice to the other party of the matter and where practicable the details of the change.
10	The Company will be entitled to an additional fee agreed between the Client and the Company or, if no agreement is reached, then as reasonably determined by the Company in the event of the following: <ul style="list-style-type: none"> <li>a) the Company performs services different or additional to those specified in the Engagement Letter;</li> <li>b) the nature of the Services changes;</li> <li>c) Delay in receiving data, information and instruction from the client;</li> <li>d) the cost associated with the provision of the Services is increased due to the imposition of, or increase in, the amount of any government tax (other than income tax), fee or charge; or</li> <li>e) the Services are suspended other than by reason of breach by the Company.</li> </ul>

**Terms of Engagement**  
 Consulting Services  
 Standard Conditions of Contract



**Limitations of Liability & Third Party Indemnity**

11 Notwithstanding any other clause of this Agreement, neither Party is liable to the other in contract, in tort (including but not limited to negligence), in equity, by operation of statute or otherwise for any kind of:

- i) indirect or consequential loss or damage;
- ii) loss of opportunity;
- iii) loss of revenue;
- iv) loss of profit or anticipated profit;
- v) loss of contracts;
- vi) loss of goodwill;
- vii) loss arising from business interruption; or
- viii) liability arising out of or in connection with pollution or contamination;

arising out of or in connection with this Agreement incurred or suffered by a party, or any other person.

12 The Client shall indemnify, defend and hold harmless the Company and its respective subsidiaries and/or affiliates and the officers, agents, employees and authorised representatives of the foregoing from and against any and all claims, demands, suits, actions, legal or administrative proceedings or may be, made by or on behalf of any third parties and from any losses or damages of any name or nature arising the from or in connection therewith whether arising before the completion of the Agreement or Services or after completion of the Agreement or the Services and in any manner caused, or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission fault or negligence (whether active or passive) of the Company, its suppliers, subcontractors or anyone acting or purporting to act under its direction or control or on the Company's behalf. This indemnity shall expressly include indemnity by the Client to the company for property damage and injury to or death of any third party including any person who is employed by or acting under the direction or control of the Client.

13 The liability of the Company in respect of any claim arising out of or in connection with this Agreement, the Services, the Project or otherwise, whether arising in contract, in tort, in equity, by operation of statute or otherwise is limited solely to the repetition by the Company of the Services which are shown to be deficient. The Company will be liable to re-perform its Services to rectify such deficient Services only up to a cost to the Company which does not exceed the amount of Fees paid in respect of such deficient Services.

14 The liability of the Client and the Company to each other whether arising in contract, in tort (including but not limited to negligence), in equity, by operation of statute or otherwise must be reduced proportionately to the extent that a breach of contract, the failure to comply with a Relevant Law, or the negligent act or omission of a party or its consultants, agents or other contractors contributed to the loss, damage, costs, claims, liability, expense, outgoing or payment incurred by the other party.

**Services Provided Exclusively for Client**

15 The Services by the Company are provided for the exclusive benefit of the Client and the Company accepts no liability to any person other than the Client in respect of any claim arising out of or in connection with the Services, the Project or any relationship established by this Agreement whether arising in contract, in tort (including but not limited to negligence), in equity, by operation of statute or under any Law or otherwise. If the Client allows any third party to enjoy the benefit of the Services or instructs the Company to provide a third party with any report, data, drawing or other product of the Company's Services the Client hereby agrees to indemnify and hold harmless the Company against any claim by that third party.

**Insurance**

16 The Company and the Client must each have insurance cover for any loss or damage in adequate amounts and for the risks each bears under this Agreement as required by statute or otherwise as is reasonable in the circumstances. The Company and the Client must each have a Public Liability insurance policy for an amount adequate to cover any risk that party bears under this Agreement.

17 The Companies aggregate liability (including liability for any consequential or indirect loss or damage) to the Client arising out of the Companies performance or non-performance of services (whether under the law of contract, tort, statute or otherwise) shall be limited to the extent permissible by law to 3 times the fee payable to the Company for the service or \$0.5 million, whichever is the lesser.

**Terms of Engagement**  
 Consulting Services  
 Standard Conditions of Contract



<b>Confidential Information</b>	
18	<p>Confidential Information means all information which, by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential to a party and includes concepts, technical and operational information owned or used by a party and details of any clients, customers or suppliers of a party.</p> <p>a) The Company must not disclose, or allow to be disclosed to any person, any of the Confidential Information of the Client without the prior written consent of the Client.</p> <p>b) The Client must not disclose, or allow to be disclosed to any person, any of the Confidential Information of the Company without the prior written consent of the Company.</p> <p>c) The Company must only use Confidential Information of the Client for the purpose for which it was disclosed and must not make use of such Confidential Information or any part of it to the competitive disadvantage of the Client.</p> <p>d) The Client must only use Confidential Information of the Company for the purpose for which it was disclosed and must not make use of such Confidential Information or any part of it to the competitive disadvantage of the Company.</p> <p>e) The Company shall be entitled to retain a copy of all documents related to the Project for its records, subject to its continuing obligations under this clause.</p>
<b>Intellectual Property and Copyright</b>	
19	<p>All Intellectual Property Rights the Company creates or develops or has created or developed in connection with Company Material vest in the Company. The Company grants the Client a royalty free, non transferable, non exclusive, revocable licence to use the Company Material solely in connection with the Services for the duration of this Agreement, subject to the Company receiving full and unabated payment for the Services.</p>
20	<p>The Client acknowledges that nothing in this clause operates to grant to the Client any right, claim, title or interest in or to any Company Material. The Company Material must not be disclosed to third parties without the Company's prior written consent.</p>
21	<p>The Client grants to the Company a non exclusive licence to use the Client's Intellectual Property Rights, including any software and data, to the extent necessary for Company to provide the Services.</p>
22	<p>Copyright in all drawings, reports, specifications, bills of quantity, calculations and other documents provided by the Company in connection with the engagement shall remain the property of the Company.</p>
<b>Duration of Agreement</b>	
23	<p>The Agreement continues until completion of the Services unless either party gives at least 7 days' notice in writing to the other Party to terminate this Agreement. If the Agreement is terminated by the Client for any reason other than the default of the Company or by the Company for the default of the Client, then the Client shall (without prejudice to the Company's accrued rights) pay to the Company all Fees and Reimbursable Expenses due together with reimbursement of any costs and expenses incurred in contemplation of it providing the Services. If the Client terminates the Agreement as a result of a default of the Company, then the Client shall pay the Company all Fees due. If the Agreement is terminated by the Company for any reason other than the default of the Client, then the Client shall (without prejudice to the Company's accrued rights) pay to the Company all Fees and Reimbursable Expenses. Where Fees are payable other than on an hourly rate basis the Fees payable pursuant to this clause shall be calculated on a pro rata basis up to and including the date of termination.</p>
<b>Termination of Agreement</b>	
24	<p>Any dispute between the Client and the Company shall first be the subject of mediation provided that this provision shall not prevent the Company from instituting legal action at any time to recover moneys owing by the Client.</p>
25	<p>The Client may terminate his/her obligations under these conditions:</p> <p>a) In the event of substantial breach by the Company of its obligations hereunder, which breach has not been remedied within 30 days of written notice from the Client requiring the breach to be remedied; or</p> <p>b) upon giving the Company 60 days written notice of the Clients intention to do so.</p>

**Terms of Engagement**  
Consulting Services  
Standard Conditions of Contract



26	<p>The Company may suspend or terminate its obligations under these conditions:</p> <ul style="list-style-type: none"> <li>a) in the event of monies payable to the Company hereunder being outstanding for more than 60 days;</li> <li>b) other substantial breach by the Client of his/her obligations hereunder, which breach has not been remedied within 30 days of written notice from the Company requiring the breach to be remedied; or</li> <li>c) Upon giving the Client 60 days written notice of the Companies intention to do so.</li> </ul>
27	<p>On termination of this Agreement, except where agreed otherwise by the parties, the Client must, at the direction of the Company, destroy or return all Company material and associated documents of data associated with the service.</p>
<b>Fees and Payment</b>	
28	<p>The Client agrees to pay to the Company the Fee and the Reimbursable Expenses as set out in the letter of engagement.</p>
29	<p>The Companies fee is based on a project or consultancy duration as detailed in the proposal document and letter of engagement. The Company reserves the right to claim for additional costs that may arise as a result of delays outside of the Companies control. These costs may include redeployment or underutilization of resources, additional project management and administration time and any additional costs associated with resuming normal production on the project.</p>
30	<p>In addition to the Fee, the Client will be liable to pay an additional amount to reimburse the Company for the Goods and Services Tax (GST) payable in respect of the supply of the Services under this Contract which is lawfully required to be remitted by the Company.</p>
31	<p>All monies payable by the Client to the Company are due from the Client within 14 days of the date printed on the Company's invoice.</p>
32	<p>If the Client does not pay the amount of the invoice when it is due the Company is entitled to:</p> <ul style="list-style-type: none"> <li>a) charge interest to the Client at the rate of 3% per month from the due date of the invoice until the date of payment in full; and</li> <li>b) suspend the provision of the Services until the date of payment in full;</li> <li>c) engage the services of a debt collection agency to recover the full amount of invoices outstanding. All costs, fees, charges and commissions incurred in recovering the debt are to be paid in full by the client.</li> </ul>
33	<p>If the Client disputes any part of any invoice submitted by the company, the dispute must be raised within 14 days of the issue date of the invoice. If no dispute is raised in this time the invoice is deemed to be acceptable to the client. If the Client disputes any part of any invoice submitted by the Company, the Client must pay the undisputed balance in full. In the event that any part of a disputed amount is subsequently agreed or determined to be due, the Client must pay the amount withheld together with any interest as may be appropriate.</p>
<b>No Assignment</b>	
34	<p>Neither party may assign, transfer or sublet any obligation under these conditions 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 these conditions.</p>
<b>Severance</b>	
35	<p>If any part of the Agreement is contrary to law, it will not affect the enforceability of other provisions, or parts of provisions.</p>
<b>Relevant Law and Jurisdiction</b>	
36	<p>The Services to be performed pursuant to the Agreement will be performed in accordance with the Relevant Law. The Relevant Law is Queensland.</p>
37	<p>The Courts of the Relevant Jurisdiction have non-exclusive jurisdiction to resolve any dispute arising out of this Agreement or the performance of the Services unless the parties otherwise agree in writing to an alternative dispute resolution procedure. The Relevant Jurisdiction is Queensland.</p>

**Terms of Engagement**  
Consulting Services  
Standard Conditions of Contract



**EXECUTED AS AN AGREEMENT**

**Project Name:**

Signed and dated on behalf of \_\_\_\_\_ (the Client company/individual)

ABN \_\_\_\_\_

**Client Representative**

**Title / Position** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

INVOICING (Entity Responsible for Payment)	
Name of entity to appear on the invoice	:
ABN	:
'Postal' – Street Address	:
'Postal' – PO Box	:
Telephone and/or Mobile	:
	:
E-mail	: