

Please complete all items to ensure correct project set up						
	Item 1	Project Title	:			
		Location	:			
	Item 2	Construction Sciences Reference No.	:			
	Item 3	Construction Sciences Entity (Payee)	:			
		ABN	:		ACN:	
		Address	:			
	Item 4	Construction Sciences Representative	:			
		Telephone	:		Fax:	
		Email	:			
Client must complete	Item 5	Client (Payer) - Legal Entity Title	:			
		Contact Person	:			
		ABN	:		ACN:	
		Street Address (not a P.O. Box)	:			
		Postal Address (if different from Street)	:			
		Telephone	:		Fax:	
		Email	:			
	Item 5.1	Accounts Payable Details	:			
		Contact Person	:			
		Address for Invoice (if different from postal)	:			
		Telephone	:		Fax:	
		Email	:			
	Item 6	Client's Representative (Name)	:			
		Company (if applicable)	:			
		Postal Address (if different from Client's)	:			
	Telephone	:		Fax:		
	Email	:				
Item 7	Fee (excluding GST)	:				
Item 8	Client to pay reimbursable expenses in addition to the Fee	:				
Item 9	Services	:				
Item 10	Special Conditions <input type="checkbox"/> Note Annexure here	:				
	Other	:				

See page 4 for Acceptance

Terms of Engagement

PART 1 – ROLE OF CONSTRUCTION SCIENCES

- 1.1. Construction Sciences shall perform the Services with reasonable skill, care and diligence.
- 1.2. Construction Sciences shall communicate with the Client by and through Construction Sciences Representative, who shall have authority to bind Construction Sciences in respect of all matters arising out of or in connection with the Agreement.
- 1.3. Construction Sciences shall consult with the Client throughout the performance of the Services.
- 1.4. Unless otherwise agreed, Construction Sciences may rely on and treat the Documentation and the directions provided by the Client as accurate and correct.
- 1.5. If Construction Sciences considers that any Documentation made available to it by the Client is insufficient to enable Construction Sciences to provide the Services or is incorrect, then Construction Sciences shall notify the Client accordingly.
- 1.6. If Construction Sciences becomes aware of any matter that will change the scope, character, quality, sequence or timing of the Services, then Construction Sciences shall promptly notify the Client of that matter.
- 1.7. Construction Sciences shall keep confidential any information disclosed by the Client which the client identifies in writing as being confidential, unless such disclosure is:
 - (1) approved or agreed to by the Client; or
 - (2) required by law or operation of the Australian Stock Exchange Listing Rules.
- 1.8. Construction Sciences holds appropriate professional indemnity, public liability and workers compensation insurance.

PART 2 – ROLE OF THE CLIENT

- 2.1 The Client shall promptly provide Construction Sciences with all Documentation and directions necessary to enable Construction Sciences to provide the Services, including all information relevant to safety risks and hazards (potential or real) that may impact upon the provision of the Services.
- 2.2 Unless otherwise agreed, the Client shall promptly obtain all access, approvals, authorities, licences and permits necessary to enable Construction Sciences to provide the Services.
- 2.3 The Client shall communicate with Construction Sciences 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.
- 2.4 If the Client becomes aware of any matter that will change the scope, character, quality, sequence or timing of the Services, then the Client shall promptly notify Construction Sciences of that matter.
- 2.5 The Client shall cooperate with Construction Sciences and shall not interfere with or obstruct the performance of the Services.
- 2.6 The Client shall ensure that adequate public liability and contract works insurances are obtained and maintained for the course of the Project.

PART 3 - PAYMENT TO CONSTRUCTION SCIENCES FOR THE SERVICES

- 3.1 The Client shall pay Construction Sciences the Fee and, unless stated otherwise in Item 8 of these Terms of Engagement, the Reimbursable Expenses.
- 3.2 Unless agreed otherwise, where Construction Sciences considers that an external consultant or contractor is required to enable Construction Sciences to provide the Services, then Construction Sciences may engage such a consultant or contractor on terms determined by Construction Sciences. If it is mutually agreed that Construction Sciences engage the consultant or contractor as a sub-contractor to Construction Sciences then the Client shall pay Construction Sciences an administration fee equal to 15% of the total cost of that consultant or contractor.
- 3.3 Unless agreed otherwise, Construction Sciences shall issue progress claims at monthly intervals and the Client shall pay each claim in full within 30 days of the date of the progress claim.
- 3.4 Construction Sciences 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 and including the date of payment.
- 3.5 The Client shall pay all costs and expenses (including, without limitation, legal costs) incurred by Construction Sciences in pursuing any overdue payments.
- 3.6 If the Client disputes a portion of a progress claim submitted by Construction Sciences, then the Client shall pay the undisputed portion to Construction Sciences within 14 days of the issue of that claim and shall notify Construction Sciences in writing of the reasons for disputing the remaining portion. Construction Sciences may then invoke the dispute resolution procedure in Part 6 of these Terms of Engagement.
- 3.7 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 Construction Sciences for the costs and expenses incurred by Construction Sciences as a result of the delay.
- 3.8 If the Client varies the scope, character, quality, sequence or timing of the Services, then Construction Sciences may vary the Fee accordingly.
- 3.9 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 Construction Sciences may vary the Fee and Reimbursable Expenses accordingly.
- 3.10 In addition to the Fee and, if applicable, the Reimbursable Expenses, the Client shall pay any Goods and Services Tax that may be payable in respect of the provision of the Services.

PART 4 - SCOPE OF LIABILITY

- 4.1 The maximum liability of Construction Sciences arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the lesser of \$200,000 or the Fee.
- 4.2 Construction Sciences shall not be liable to the Client for:
 - (1) the acts, omissions or defaults of other contractors or consultants engaged by the Client (including consultants or contractors engaged by Construction Sciences as agent for the Client);
 - (2) any changes, alterations or additions to the Services made by others without the express approval of Construction Sciences;
 - (3) any Services that are not performed in accordance with the Agreement, unless Construction Sciences is notified in writing of the non-performance within 1 year of the provision of those Services;
 - (4) the accuracy of any quantity and cost estimates;
 - (5) 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
 - (6) 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.
- 4.3 Construction Sciences shall not be liable to any third party for any claim whatsoever arising out of or in connection with the Services.
- 4.4 In the event of a breach by Construction Sciences of a warranty under the Competition & Consumer Act 2010 which cannot be contractually excluded, Construction Sciences liability to the Client for such breach shall be limited to the cost of supplying the Services again.

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- 4.5 Construction Sciences shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract, 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 Construction Sciences (or any employee contractor or sub-consultant of Construction Sciences) in respect of the Services after that date.

PART 5 - COPYRIGHT AND USE OF DOCUMENTS

- 5.1 Copyright and the intellectual property in all drawings, reports, specifications, bills of quantities, calculations and other documents produced by Construction Sciences in connection with the Services shall remain vested in Construction Sciences.
- 5.2 Provided the Client pays Construction Sciences in full for the Fee and, if applicable, the Reimbursable Expenses, the Client shall:
- (1) subject to paragraph (2), have a licence to use the intellectual property referred to in clause 5.1 for the purpose of completing the Project;
 - (2) be entitled to hard copies or pdf electronic copies of drawings, reports and other final documents, but shall not be entitled to other electronic versions, data, drafts or working documents.
- 5.3 Construction Sciences may with the prior consent of the Client publish, either alone or in conjunction with others, articles, photographs and other illustrations relating to the Project.
- 5.4 If during the course of providing the Services Construction Sciences researches, develops, discovers or first reduces to practice a concept, product or process which is capable of being patented or commercialised, then such concept, product or process shall be and remain the property of Construction Sciences and the Client shall not use, infringe or otherwise appropriate the same without first obtaining the written consent of Construction Sciences. shall be solely responsible for the cost of commercialisation of any such concept, product or process.

Construction Sciences

PART 6 - DISPUTE RESOLUTION

- 6.1 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 in accordance with clause 6.2.
- 6.2 Within 14 days after service of a notice under clause 6.1, senior representatives of each party must meet and 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 the dispute is not agreed to within 28 days of service of the notice referred to in clause 6.1, then the dispute may be resolved through litigation.

PART 7 - TERMINATION OF SERVICES

- 7.1 The Client may by notice in writing to Construction Sciences terminate the Agreement if:
- (1) Construction Sciences is in breach of the terms of the Agreement 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 Construction Sciences of a notice requiring the breach to be remedied; or
 - (2) the Client serves on Construction Sciences 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
- 7.2 Construction Sciences may by notice in writing to the Client suspend the provision of the Services or terminate the Agreement if:
- (1) the Client is in breach of any of the obligations in Part 3 of these Terms of Engagement; or
 - (2) the Client is in breach of any other obligations under the Agreement and the breach has not been remedied within 14 days (or such longer period as Construction Sciences may allow) of the service by Construction Sciences on the Client of a notice requiring the breach to be remedied; or
 - (3) Construction Sciences serves on the Client 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
 - (4) the Client becomes insolvent or appears unable to pay its debts.
- 7.3 If Construction Sciences suspends the provision of the Services pursuant to clause 7.2, then Construction Sciences may, at its sole discretion and at any time, either terminate the Agreement or recommence the Services by notice in writing to the Client.
- 7.4 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.
- 7.5 If the Agreement is terminated for any reason other than a breach of the Agreement by Construction Sciences, then the Client shall pay Construction Sciences for the Services carried out prior to the date of termination and all other costs and expenses incurred by Construction Sciences as a result of the termination (including, without limitation, cancellation charges of external consultants).

PART 8 - ANTI-CORRUPTION OBLIGATIONS

- 8.1 Construction Sciences operates a global anti-bribery and anti-corruption policy to prevent corruption and maintain integrity for our shareholders. You represent, warrant and covenant that you, and to the best of your knowledge your representatives, shall comply with all applicable anti-corruption law with respect to all matters arising from or related to this agreement and that neither you nor your representatives have taken any action that would violate applicable anti-corruption law or cause you to be subjected to penalties under such anti-corruption law.

PART 9 - GENERAL MATTERS

- 9.1 Unless the context otherwise requires:
- “Agreement” means the entire agreement between the Client and Construction Sciences as evidenced by these Terms of Engagement and any documents expressly referred to within the Terms of Engagement.
- “Construction Sciences” means the entity at Item 3 of these Terms of Engagement but if that item is left blank, it means the entity that is to provide the Services to the Client.
- “Construction Sciences Representative” means the person at Item 4 of these Terms of Engagement or such other person appointed by Construction Sciences from time to time.
- “Client” means the entity at Item 5 of these Terms of Engagement but if that item is left blank, it means the entity that Construction Sciences is to provide the Services to.
- “Client’s Representative” means the person at Item 6 of these Terms of Engagement or such other person appointed by the Client from time to time.
- “Documentation” means all relevant documentation, information, and particulars provided by the Client to Construction Sciences.
- “Fee” means the amount at Item 7 of these Terms of Engagement or, if no amount is specified, the amount calculated pursuant to clause 10.1.
- “Project” means the project at Item 1 of these Terms of Engagement but if that item is left blank, it means the project in respect of which the Client has engaged Construction Sciences to provide the Services.
- “Reimbursable Expenses” means all costs and expenses (in addition to the Fee) that are incurred by Construction Sciences in the performance of the Services.
- “Services” means the services at Item 9 of these Terms of Engagement, but if that item is left blank, it means the services as described by Construction Sciences .

Terms of Engagement

- 9.2 Construction Sciences and the Client each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrator, assigns and legal representatives of the other party in respect to all covenants and obligations of this Agreement.
- 9.3 Neither Construction Sciences nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under the Agreement.
- 9.4 Nothing in clause 9.3 shall prevent Construction Sciences from employing such persons or companies, as it may deem appropriate to assist it in the performance of the Services.
- 9.5 A notice purported to be served under this Agreement shall be deemed to have been properly served if the same is in writing and is sent to the usual business address of the recipient by mail, telegram, facsimile, email or telex message or personal delivery for which a receipt is obtained.
- 9.6 Where any ambiguity, inconsistency or discrepancy exists between these Terms of Engagement and any other document forming part of the Agreement, these Terms of Engagement shall take precedence.
- 9.7 Unless expressly agreed in writing, the terms and conditions contained in any subsequent purchase orders from the Client shall not form part of the Agreement.
- 9.8 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.

PART 10 - HOURLY RATES

- 10.1 If the Fee or a means of calculating the Fee is not specified in Item 7 of these Terms of Engagement, then the Fee shall be calculated using the hourly rates:
- (1) attached to these Terms of Engagement in Annexure B; or
 - (2) contained in Construction Sciences fee proposal or scope of works; or
 - (3) if no hourly rates are attached or contained in Construction Sciences fee proposal or scope of works, using the following hourly rates which are subject to change by written notice:
 - (a) Director \$525
 - (b) Principal/Business Unit Manager \$370
 - (c) Senior Engineer/Scientist \$235
 - (d) Experienced Engineer/Scientist \$190
 - (e) Designer \$160
 - (f) Graduate Engineer/Scientist \$120
 - (g) Technician \$105
 - (h) Administration \$ 85

PART 11 - ACCEPTANCE

- 11.1 Client has read and accepted terms and conditions.
- 11.2 Items 5 and 6 have been fully Construction Sciences completed by the Client and are correct.

Signed for and on behalf of Construction Sciences:		Signed by Client (Payer):	
Signed:			
Name:			
Date:			

Terms of Engagement – Annexure A

PART 1 – ACCESS TO LAND

- 1.9. If the Services will be performed at either or both of the site of the project or at other places reasonably required by the Client which are not under Construction Sciences control, then the Client must provide reasonable access to allow Construction Sciences to fulfil its obligations.
- 1.10. To the extent that it is necessary for Construction Sciences to gain access to private land to perform the Services, then:-
- (7) the Client warrants that it is legally able to grant that permission; and
 - (8) grants to Construction Sciences a licence to gain access to that private land to perform the Services or to re-perform the Services as is reasonably necessary.

PART 2 - LOCATING UNDERGROUND UTILITY ASSETS

If the Scope of Works provides for the Client to locate the underground utility assets:

- 2.7 Prior to Construction Sciences commencing the Services, the Client must (unless otherwise agreed in these Terms of Engagement) advise Construction Sciences of the precise location of all underground utility assets on the Site and clearly mark same.
- 2.8 The underground utility assets the Client must identify include, but are not limited to, electrical services, gas services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, Telstra cables, fibre optic cables and oil pumping mains.
- 2.9 Whilst Construction Sciences will take all reasonable care to avoid damage to any underground utility assets, the Client agrees to indemnify Construction Sciences in respect of all and any liability, claims, loss, damage, costs and fines incurred as a result of damage to services not precisely located or notified.

If the Scope of Works provides for Construction Sciences to locate the underground utility assets:

- 2.10 Construction Sciences must take all reasonable care in locating and marking the location of underground utility assets.
- 2.11 Notwithstanding special condition 2.4, if the Services are to be provided in the vicinity of the underground utility assets so marked or in any other location identified by Construction Sciences, it is the responsibility of the Client to establish the presence or absence (as the case may be) of the underground utility assets by hand excavation prior to the commencement of work.
- 2.12 Construction Sciences shall be under no liability whatsoever to any person for loss or damage (including indirect or consequential loss or damage) caused by the Client's failure to accurately establish the presence of the underground utility assets by hand excavation prior to commencement of the Services.
- 2.13 Without limiting the generality of the above, it is the Client's responsibility when working above or near underground utility assets or in any other area marked or identified by Construction Sciences, to visually locate the presence of underground utility assets or verify the absence of underground utility assets by hand excavation or vacuum excavation.
- 2.14 The Client must supply all current (less than thirty (30) days old) Dial Before You Dig plans for Construction Sciences use in carrying out the Services. Construction Sciences can supply a copy of these plans to the Client upon receiving five (5) clear business days notice from the Client to do so. Construction Sciences does not warrant or take responsibility for the accuracy of the plans.

PART 3 - SITE SAFETY

- 3.11 Where Construction Sciences is performing the Services at a location that is not under Construction Sciences control then the Client must ensure a safe working environment is provided for Construction Sciences employees, contractors and subcontractors.
- 3.12 Without limiting the generality of clause 3.1, the Client must ensure, so far as is reasonably practicable, the provision and maintenance of a work environment without risks to health and safety. If it is not possible for the Client to reasonably ensure a work environment without risks to health and safety then the Client must give Construction Sciences full details of the known or suspected site hazards or risks as soon as possible but no later than prior to Construction Sciences entering the site.
- 3.13 The Client's responsibilities in relation to clause 3.1 include, but are not limited to, ensuring so far as is reasonably practicable:-
- (1) the provision and maintenance of safe plant and structures;
 - (2) the provision and maintenance of safe systems of work;
 - (3) the safe use, handling and storage of plant, structures and substances;
 - (4) the provision of adequate facilities for the welfare at work of Construction Sciences employees, contractors and subcontractors in carrying out the Services, including ensuring access to those facilities; and
 - (5) the provision of any information, training, instruction or supervision that is necessary to protect and maintain the health and safety of all of Construction Sciences employees, contractors and subcontractors.

PART 4 - FIELD WORK

- 4.6 Unless stated otherwise, Construction Sciences have not allowed for surveying of bore or test locations in its Fee.
- 4.7 If locations in plan are provided then they will generally be to an accuracy of 1.5% of plan dimensions or $\pm 1\text{m}$, whichever is the greater.
- 4.8 Levelling of locations will not be carried out by Construction Sciences unless specifically agreed.
- 4.9 Samples and cores obtained from the investigation will be retained by Construction Sciences without a charge for a period of three (3) months following submission of Construction Sciences report. Thereafter, this period of time may be extended at the specific request of the Client.

PART 5 - LABORATORY TESTING

- 5.5 Construction Sciences laboratory testing will be carried out in accordance with the following Australian Standards:
- AS1289 – "Methods of Testing Soil for Engineering Purposes"
 - AS1141 – "Methods for Sampling & Testing Aggregates"
 - AS1012 – "Methods of Sampling & Testing Concrete"
- or otherwise in accordance with local standards as agreed between the parties.

PART 6 - CONSTRUCTION SITE SERVICES

- 6.3 Where Construction Sciences provides site inspection or testing services during construction, such inspection is aimed at ensuring or documenting compliance with the specification or with appropriate engineering standards.
- 6.4 The provision of these services, including the provision of verbal advice by site personnel shall not in any way relieve the Client of its responsibilities under any third party contract.
- 6.5 Construction Sciences will not accept any responsibility for verbal advice or approval unless such advice or approval is confirmed by Construction Sciences to the Client in writing.
- 6.6 Where laboratory or field testing facilities are established on a construction site, it is assumed by Construction Sciences (unless otherwise agreed) that the following will be provided free of cost:
- insurance of Construction Sciences equipment;
 - security and lighting of the site;

Terms of Engagement – Annexure A

- 240 V power & water;
- access to a telephone and fax machine; and
- site amenities for Construction Sciences staff.

6.7 Construction Sciences can arrange NATA registration of site facilities on behalf of and at the cost of the Client if required.

PART 7 - REPORTS

Investigations

- 7.6 Written reports will be provided on completion of the Services giving a statement of procedures and all field and laboratory results.
- 7.7 Interpretation and analysis of results and comments thereon will be provided, where and as indicated in Construction Sciences proposal.
- 7.8 Reports will be based on normally accepted theory and practice and on the limit of information available.

Interpretation of results

- 7.9 Construction Sciences will not accept responsibility for variations between the interpreted conditions and the extrapolated or interpolated conditions and those that are revealed subsequently. The Client should be aware that many factors, either artificial or natural, may result in the ground, contamination, ecology, groundwater or nearby surface water conditions, either chemical or physical being different to that which existed at the time of the investigation.
- 7.10 If any differences to the ground, groundwater, contamination, ecology or nearby surface water conditions revealed in the report are encountered during construction or subsequent to the assessment, these differences should be brought to Construction Sciences attention so that its significance may be assessed and our recommendations or conclusions altered.
- 7.11 Construction Sciences reserves the right to alter the conclusions and/or recommendations in its reports and drawings as a result of subsequent information.

PART 8 - ENVIRONMENTAL EFFECTS

- 8.2 Construction Sciences will not accept any responsibility or liability arising directly or indirectly based upon, attributable to or in consequence of the actual, alleged or threatened discharge, release, escape, dispersal, seepage, migration or disposal of pollutants into or on personal property, water or the atmosphere.
- 8.3 Construction Sciences professional liability will be limited to gross negligence in the provision of environmental advice alone, whether based on test results or not.

PART 9 - LEGAL WORK

- 9.9 Legal work involving expert testimony or court appearance will attract a surcharge of 50-100% of standard fees.