

TERMS OF ENGAGEMENT

AGREEMENT PARTICULARS

CLIENT MUST COMPLETE	Item 1	Project Title	:	
		Location	:	
	Item 2	Construction Sciences Reference No.	:	
	Item 3	Construction Sciences Entity (Payee)	:	Construction Sciences Pty Ltd
		ABN	:	74 128 806 735 ACN 128 806 735
		Address	:	
	Item 4	Construction Sciences Representative	:	
		Telephone	:	
		Email	:	
	Item 5	Client (Payer - Legal Entity Title)	:	
		ABN	:	ACN
		Street Address (not a P.O. Box)	:	
		Postal Address (if different from Street)	:	
		Telephone	:	
		Email	:	
Item 5.1	Accounts Payable Details	:		
	Contact Person	:		
	Address for Invoice (if different from postal)	:		
	Telephone	:		
	Email	:		
Item 6	Client's Representative (Name)	:		
	Postal Address (if different from Client's)	:		
	Telephone	:		
	Email	:		
Item 7	Fee (excluding GST)	:		
Item 8	Date of Commencement	:		
Item 9	Date of Completion (if fixed term period, otherwise mark n/a)	:	Click or tap here to enter text.	
Item 10	Client to pay reimbursable expenses in addition to the Fee	:		
Item 11	Services eg. to provide geotechnical testing services on various projects during the fixed term period as per the work orders.	:		
Item 12	Special Conditions <input type="checkbox"/> Note Annexure here	:		
	Other	:		



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. Unless otherwise agreed, Construction Sciences may rely on and treat the Documentation and the directions provided by the Client as accurate and correct.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. Construction Sciences shall keep confidential any reports or deliverables produced under this Agreement and will not provide copies to third parties unless required to do so by law or with the express permission of the Client.
- 1.8. Construction Sciences holds appropriate professional indemnity, public liability, motor vehicle 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 the Reimbursable Expenses in Item 7 and Item 10, unless stated otherwise in Item 10 of this Agreement.
- 3.2 Where Construction Sciences considers that an external consultant or contractor is required to enable Construction Sciences to provide the Services, then Construction Sciences may, with the consent of the Client, engage such a consultant or contractor on terms determined by Construction Sciences. If it is mutually agreed that Construction Sciences will engage the consultant or contractor as a subcontractor 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 a Payment Claim on the last business day of the month.
- 3.4 The Client shall pay Construction Sciences the undisputed portion of a Payment Claim within 30 days of the date of the Payment Claim or such shorter time period as set out in any relevant legislation.
- 3.5 Construction Sciences is entitled to charge the Client interest at the rate as prescribed by each State's legislation and regulations where the Services are performed on any overdue payments from the due date for payment up to and including the date of payment.
- 3.6 The Client shall pay all costs and expenses (including, without limitation, legal costs) incurred by Construction Sciences in pursuing any overdue payments.
- 3.7 If the Client disputes a portion of a Payment Claim submitted by Construction Sciences, then the Client shall provide to Construction Sciences a Payment Schedule (or Notice of Dispute in NT) within the time period specified in the relevant legislation.
- 3.8 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 direct result of the delay.
- 3.9 If the Client varies the scope, character, quality, sequence or timing of the Services, then the parties must negotiate an appropriate variation to the Fee.
- 3.10 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.
- 3.11 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.



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PART 4 - SCOPE OF LIABILITY

- 4.1 Construction Sciences total liability to the Client or any person claiming through the Client for loss or damage arising under or in relation to this Agreement or in connection with the Services whether arising in contract, under an indemnity, in tort (including negligence), in equity, by operation of law, under statute (including the Australian Consumer Law) or otherwise shall be limited to 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) the accuracy of any quantity and cost estimates;
 - (4) any loss of use, contract, opportunity or production, loss of interest, revenue, earnings or profit, holding or financial costs, business interruption or any indirect or consequential losses; and
 - (5) 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 In the event of a breach by Construction Sciences of a warranty under the Australian Consumer Law 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.
- 4.4 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.
- 4.5 Save and except for any liability which cannot be excluded or limited by law, Construction Sciences shall not be liable to any third party for any claim whatsoever arising out of or in connection with the Services.
- 4.6 The Client shall indemnify Construction Sciences in respect of any loss, damage or claim whatsoever that Construction Sciences may suffer as a result of:
- (1) the Client's breach of the Agreement; or
 - (2) any act, omission or default of the Client or its employees, agents, consultants, contractors or any other third party in respect of the Agreement.
- 4.7 All obligations to indemnify under this Agreement are continuing, separate and independent obligations and survive completion of the Services and any termination of the Agreement.

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 vest in the Client upon payment of the Fee.
- 5.2 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.
- 5.3 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. Construction Sciences shall be solely responsible for the cost of commercialisation of any such concept, product or process.

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 – SUSPENSION AND TERMINATION OF SERVICES

- 7.1 This Agreement commences on the date specified in Item 8 and terminates on the date specified (if any) in Item 9 or as otherwise agreed by the parties in writing.
- 7.2 The Client may by notice in writing to Construction Sciences terminate the Agreement during its fixed term 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.
- 7.3 Construction Sciences may suspend the provision of the Services if its Fees are more than 60 days overdue from the date of the Payment Claim or in the circumstances mentioned in clauses 7.4(1), 7.4(2) or 7.4(4).
- 7.4 Construction Sciences may by notice in writing to the Client terminate the Agreement if:
- (1) the Client is otherwise in breach of any of the obligations regarding payment in Part 3 of this Agreement; 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



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- (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.
- 7.5 If Construction Sciences suspends the provision of the Services pursuant to clause 7.3, 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.
- 7.6 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.
- 7.7 If the Agreement is terminated for any reason other than a breach of the Agreement by Construction Sciences or termination for convenience 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 AND MODERN SLAVERY OBLIGATIONS

- 8.1 Construction Sciences operates under a global anti-bribery and anti-corruption policy to prevent corruption and maintain integrity. The Client and Client's Representative represent and warrant that they shall comply with all applicable anti-corruption law with respect to all matters arising from or related to this Agreement and that neither the Client nor its representatives have taken any action that would violate applicable anti-corruption law or cause it to be subjected to penalties under such anti-corruption law.
- 8.2 The Client warrants that it and, so far as it is aware (having made all reasonable enquiries) its Supply Chain, has not been:
 - (a) and is not, engaged in any instances of Modern Slavery;
 - (b) convicted of any offence relating to Modern Slavery; and
 - (c) is not the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with Modern Slavery.
- 8.3 The Client must:
 - (a) take and continue to take reasonable steps to prevent Modern Slavery in its business and Supply Chain;
 - (b) have, maintain and enforce, adequate policies and procedures (including due diligence procedures) to prevent Modern Slavery being in its business and its Supply Chain; and
 - (c) notify Construction Sciences as soon as it becomes aware of any actual or suspected Modern Slavery in its business or Supply Chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body into an instance of Modern Slavery.

PART 9 - HOURLY RATES

- 9.1 If the Fee or a means of calculating the Fee is not specified in Item 7 of the Agreement, then the Fee shall be calculated using the hourly rates contained in Construction Sciences fee proposal or scope of works.

PART 10 - ACCEPTANCE

- 10.1 Client has read and accepted these terms and conditions.
- 10.2 Items 5, 5.1 and 6 have been fully completed by the Client and the Client warrants the information provided is accurate.

PART 11 - ACCESS TO LAND

- 11.1 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.
- 11.2 To the extent that it is necessary for Construction Sciences to gain access to private land to perform the Services, then:
 - (1) the Client warrants that it is legally able to grant that permission; and
 - (2) 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 12 - LOCATING UNDERGROUND UTILITY ASSETS

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

- 12.1 Prior to Construction Sciences commencing the Services, the Client must (unless otherwise agreed in the Agreement) advise Construction Sciences of the precise location of all underground utility assets on the Site and clearly mark same.
- 12.2 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.
- 12.3 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:

- 12.4 Construction Sciences must take all reasonable care in locating and marking the location of underground utility assets.
- 12.5 Notwithstanding special condition 12.4, 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.



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- 12.6 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.
- 12.7 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.
- 12.8 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 13 - SITE SAFETY

- 13.1 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.
- 13.2 Without limiting the generality of clause 13.1, 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.
- 13.3 The Client's responsibilities in relation to clause 13.1 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 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 14 - FIELD WORK

- 14.1 Unless stated otherwise, Construction Sciences have not allowed for surveying of bore or test locations in its Fee.
- 14.2 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.
- 14.3 Levelling of locations will not be carried out by Construction Sciences unless specifically agreed.
- 14.4 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 15 - LABORATORY TESTING

- 15.1 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 16 - CONSTRUCTION SITE SERVICES

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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;
 - 240 V power & water;
 - access to a telephone; and
 - site amenities for Construction Sciences staff.
- 16.5 Construction Sciences can arrange NATA registration of site facilities on behalf of and at the cost of the Client if required.

PART 17 - REPORTS

Investigations

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



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Interpretation of results

- 17.4 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.
- 17.5 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.
- 17.6 Construction Sciences reserves the right to alter the conclusions and/or recommendations in its reports and drawings as a result of subsequent information.

PART 18 - ENVIRONMENTAL EFFECTS

- 18.1 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.
- 18.2 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 19 - DEFINITIONS AND GENERAL MATTERS

- 19.1 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.
- "Australian Consumer Law"** has the meaning given to it in the *Competition and Consumer Act 2010 (Cth)*.
- "Construction Sciences"** means the entity at Item 3 of the Agreement 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 the Agreement or such other person appointed by Construction Sciences from time to time.
- "Client"** means the entity at Item 5 of the Agreement 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 the Agreement 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 the Agreement or, if no amount is specified, the amount calculated pursuant to clause 9.1.
- "Goods and Services Tax or GST"** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- "Modern Slavery"** has the meaning given to it in the *Modern Slavery Act 2018 (Cth)*.
- "Notice of Dispute"** means a response to a Payment Claim as referred to in the *Construction Contracts (Security of Payments) Act 2004 (NT)*.
- "Payment Claim"** means a claim for payment as referred to in the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*, the *Building and Construction Industry Security of Payment Act 1999 (NSW)*, the *Building and Construction Industry Security of Payment Act 2002 (VIC)*, the *Building and Construction Industry Security of Payment Act 2009 (SA)*, the *Construction Contracts (Security of Payments) Act 2004 (NT)* and the *Building and Construction (Security of Payment) Act 2021 (WA)*.
- "Payment Schedule"** means a response to a Payment Claim as referred to in the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*, the *Building and Construction Industry Security of Payment Act 1999 (NSW)*, the *Building and Construction Industry Security of Payment Act 2002 (VIC)*, the *Building and Construction Industry Security of Payment Act 2009 (SA)* and the *Building and Construction (Security of Payment) Act 2021 (WA)*.
- "Project"** means the project at Item 1 of this Agreement 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 11 of this Agreement, but if that item is left blank, it means the services as described by Construction Sciences.
- "Supply Chain"** means products and services which contribute to the Client's own products and services and includes products sourced in Australia or from overseas and extends beyond the Client's direct suppliers.
- 19.2 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.
- 19.3 Neither Construction Sciences nor the Client shall assign 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.
- 19.4 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, email or personal delivery for which a receipt is obtained.
- 19.5 Where any ambiguity, inconsistency or discrepancy exists between this Agreement and any other document forming part of the Agreement, these Terms of Engagement shall take precedence. To the extent there are any applicable special conditions included in Annexure A of these Terms of Engagement, those special conditions shall take precedence.



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- 19.6 Unless expressly agreed in writing, the terms and conditions contained in any subsequent work/purchase orders from the Client shall not form part of the Agreement and the parties agree that these Terms of Engagement are the only terms and conditions that govern the Services.
- 19.7 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.
- 19.8 No rule of construction or contra proferentem applies to the disadvantage of a party on the basis that the party put forward this Agreement or any part or annexure thereof.
- 19.9 This Agreement constitutes the entire agreement between Construction Sciences and the Client despite any prior negotiations, agreement or dealings in conflict or in variance to this Agreement including but not limited to any correspondence or other documentation relating to any subject matter regarding this Agreement, the Services and the Project.
- 19.10 All provisions of this Agreement which, expressly or by implication, are intended to survive termination or expiration of this Agreement will survive termination or expiration of this Agreement, including but not limited to any provision in connection with intellectual property, any indemnity, any limitation or exclusion of liability, any time bars, and any right or obligation arising on termination.

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EXECUTED AS AN AGREEMENT:

Signed for **Construction Sciences Pty Ltd**
(ABN 74 128 806 735) by an authorised
officer:

Signed for **Click or tap here to enter text.**
(ABN Click or tap here to enter text.) by an
authorised officer

Signature of officer

Signature of officer

Name of officer

Name of officer

Date:

Date:



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ANNEXURE A – Special Conditions

[PUT A LINE THROUGH THE PAGE IF NOT REQUIRED]

[INSERT SPECIAL CONDITIONS] Note: Please consult with Legal before inserting Special Conditions (unless purely of a technical nature).



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ANNEXURE B – Scope of Works

[PUT A LINE THROUGH THE PAGE IF NOT REQUIRED]

[INSERT SCOPE OF WORKS]