

## STANDARD TERMS AND CONDITIONS

- 1) PM Design shall provide to the Client the consulting services described in the fee proposal together with such other services as may be agreed from time to time (the "Services").
- 2) PM Design shall provide the Services with such skill, care and diligence as is generally exercised by competent members of the consulting profession performing services of a similar nature, at the time the Services are provided.
- 3) The Services will be performed at either or both the site of the project (the "Site") or at other places reasonably required by the Client. Where the locations of PM Design's work are not under PM Design's control (including the Site), the Client must provide reasonable access to allow PM Design to fulfil its obligations (including to provide the Services).
- 4) The Client shall, at its own cost, as soon as practicable make available to PM Design all information, documents and other particulars relating to the Client's requirement for the project as is necessary for PM Design to carry out the services as expressly set out in this Agreement (the "Requirements"). PM Design is entitled to rely on such information, documents and other particulars as are provided by the Client pursuant to or in connection with this Agreement.
- 5) The Client shall pay to PM Design:
  - a) the Fee and the Reimbursable Expenses as set out in the fee proposal together with such other amounts in respect of other services agreed to be provided;
  - b) reasonable adjustments to the Fee and the Reimbursable Expenses to reflect the additional costs, expenses, liabilities, losses or other amounts incurred or suffered by PM Design in the performance of the Services and arising out of or in connection with any event or matter beyond PM Design's control; and
  - c) to the extent that amounts payable under this Agreement are not expressed to be GST inclusive, an additional amount for the GST incurred by PM Design in relation to the supply of the Services ("GST").
- 6) PM Design may claim payment in accordance with the times set out in the fee proposal or, if no time is set out, monthly in arrears. The Client must pay to PM Design, without set-off or deduction:
  - a) the amount payable under this Agreement for the Service provided during the relevant period, within the times set out in the fee proposal or if no time is set out, within 30 days of PM Design's invoice; and
  - b) the GST payable under this Agreement for the Services provided during the relevant period, within the times set out in the fee proposal or if no time is set out, within 30 days of receiving a valid tax invoice.
- 7) If the Client does not pay PM Design in accordance with this Agreement then:
  - a) without prejudice to any other rights or remedies PM Design may have, interest will be payable from the date of invoice until payment at a rate per annum equal to the Unsecured Personal Overdraft Rate as most recently published by Westpac, plus 1% per annum.
  - b) the Client is liable for any costs associated with the engagement of debt collection for recovery of late payments.
- 8) To the maximum extent permitted by law:
  - a) subject to paragraphs (b), (c) and (d) below, PM Design's liability to the Client arising out of or in connection with this Agreement (including the performance or non-performance of the Services), whether under the law of contract, in tort, in equity, under statute or otherwise, shall be limited in aggregate to the value of the services provided by PM Design.
  - b) PM Design is not liable to the Client in respect of any indirect, consequential or special losses (including loss of profit, loss of business opportunity and payment of liquidated sums or damages under any other agreement);
  - c) PM Design shall be deemed to have been discharged from all liability in respect of the Services whether under contract, in tort, in equity, under statute or otherwise, at the expiration of the period specified in the fee proposal, or if no date is specified, on the expiration of 3 years from the completion of the Services;
  - d) if, and to the extent that, any of this clause is void as a result of section 64 of the Competition and Consumer Act 2010 (Cth) in Schedule 2, then PM Design's liability for a breach of a condition or warranty is limited to:
    - i) the supplying of the relevant Services again; or
    - ii) the payment of the cost of having the Services supplied again.

- 9) Subject to the Client complying with its obligations under the Agreement, PM Design grants to the Client a non-exclusive, royalty-free and irrevocable licence to use (and allow others to use) any intellectual property (including all drawings, reports, specifications, bills of quantity, calculations and other documents, including "works" as defined in the Copyright Act 1968 (Cth) created or produced by PM Design) arising out of provision of the Services ("IP Rights") for the purposes of completing the Project. As between the Client and PM Design, the ownership of the IP Rights vests in PM Design.
- 10) Neither the client nor PM Design shall disclose to third parties or use for any purpose (other than providing or benefiting from the Services) any information provided by the other unless:
  - a) required by law;
  - b) the information is already generally known to the public; or
  - c) the other consents to the disclosure.All documentation and materials containing confidential information provided by one party to the other shall be returned upon request.
- 11) Any dispute or difference ("Dispute") between the Client and PM Design may be notified by a party to the other party and the parties shall:
  - a) firstly meet to negotiate, in good faith, resolution of the Dispute; and
  - b) secondly, If negotiation fails to achieve a resolution of the Dispute within 5 working days of the notification of the Dispute, attend mediation, administered in accordance with procedures as set out by the Institute of Arbitrators and Mediators Australia,
  - c) provided that this provision shall not prevent PM Design from instituting legal action at any time to recover moneys owing by the Client to PM Design.
- 12) The Client may, without prejudice to any other rights or remedies it may have, by written notice served on PM Design terminate its obligations under this Agreement:
  - a) If PM Design is in breach of the terms of the Agreement and the breach has not been remedied within 28 days of a written notice served by the Client on PM Design specifying the breach and requiring the breach to be remedied; or
  - b) upon the Client giving PM Design 60 days' written notice of its intention to do so; or
  - c) if PM Design informs the Client that it is insolvent, becomes bankrupt, or becomes subject to any official management, receivership, liquidation, provisional liquidation, voluntary administration, winding up or external administration ("Insolvency Event").
- 13) PM Design may, without prejudice to any other rights or remedies it may have, by notice in writing served on the Client suspend its obligations under this Agreement:
  - a) immediately by written notice if the Client has failed to pay in accordance with this Agreement; or
  - b) if the Client is in breach of any of the other terms of the Agreement and the breach has not been remedied within 10 working days (or longer as PM Design may allow) of a written notice served by PM Design on the Client specifying the breach and requiring the breach to be remedied.
- 14) PM Design may, without prejudice to any other rights or remedies it may have, terminate its obligations under this Agreement:
  - a) if the breach referred to in clause 13(a) has not been remedied within 5 days of a written notice served by PM Design on the Client specifying the breach and requiring the breach to be remedied; or
  - b) if the Client is in breach of any of the other terms of the Agreement and the breach has not been remedied within 28 days of a written notice served by PM Design on the Client specifying the breach and requiring the breach to be remedied; or
  - c) upon PM Design giving the Client 60 days' written notice of its intention to do so; or
  - d) if an Insolvency Event occurs in relation to the Client.
- 15) If PM Design considers it appropriate to do so, it may, with the Client's prior approval, which shall not be unreasonably withheld or delayed, engage other consultants to assist PM Design in specialist areas. The other consultant shall be engaged at the Client's risk, cost and expense, and on its behalf.
- 16) 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.
- 17) In the interpretation of this Agreement, no rule of construction applies to the disadvantage of one party on the basis that it put forward this Agreement or any part of it.