SHORT FORM CONTRACT – 21 DAYS

AGREEMENT FOR THE PROVISION OF CONSULTING SERVICES

RSA REF: _____

Civil and Structural Consulting Engineers

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BETWEEN RSA PTY LTD (The "Consultant")

AND _____ (The "Client")

1. The Consultant shall provide to the Client the consulting services described in the accompanying letter together with such other services as may be agreed from time to time (the "Services").
2. The Consultant 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 the Consultant's work are not under the Consultant's control (including the Site), the Client must provide reasonable access to allow the Consultant to fulfil its obligations (including to provide the Services).
4. The Client shall, at its own cost, as soon as practicable make available to the Consultant all information, documents and other particulars relating to the Client's requirement for the project as is necessary for the Consultant to carry out the services as expressly set out in this Agreement (the "Requirements"). The Consultant 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 the Consultant:
   a) the Fee and the Reimbursable Expenses as set out in the accompanying letter 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 the Consultant in the performance of the Services and arising out of or in connection with any event or matter beyond the Consultant'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 the Consultant in relation to the supply of the Services ("GST").
6. The Consultant may claim payment in accordance with the times set out in the accompanying letter or, if no time is set out, monthly in arrears. The Client must pay to the Consultant, without set-off or deduction:
   a) the amount payable under this Agreement for the Services provided during the relevant period, within 21 days of the Consultant's invoice; and
   b) the GST payable under this Agreement for the Services provided during the relevant period, within 21 days of receiving a valid tax invoice.
7. If the Client does not pay the Consultant in accordance with this Agreement then, without prejudice to any other rights or remedies the Consultant 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.
8. To the maximum extent permitted by law:
   a) subject to paragraphs (b), (c) and (d) below, the Consultant'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 amount specified in the accompanying letter or $300,000, if no amount is stated in the letter;
   b) the Consultant 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) the Consultant 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 accompanying letter, 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 the Consultant'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, the Consultant 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 the Consultant) arising out of provision of the Services ("IP Rights") for the purposes of completing the Project. As between the Client and the Consultant, the ownership of the IP Rights vests in the Consultant.
10. Neither the client nor the Consultant 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 the Consultant 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 the Consultant from instituting legal action at any time to recover moneys owing by the Client to the Consultant.
12. The Client may, without prejudice to any other rights or remedies it may have, by written notice served on the Consultant terminate its obligations under this Agreement:
    a) if the Consultant 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 the Consultant specifying the breach and requiring the breach to be remedied; or
    b) upon the Client giving the Consultant 60 days' written notice of its intention to do so; or
    c) if the Consultant 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. The Consultant 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 the Consultant may allow) of a written notice served by the Consultant on the Client specifying the breach and requiring the breach to be remedied.
14. The Consultant 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 the Consultant 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 the Consultant on the Client specifying the breach and requiring the breach to be remedied; or
    c) upon the Consultant 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 the Consultant 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 the Consultant 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.
18. In the event where the Client's overdue account is referred to a collection agency and/or law firm, the Client will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.

SIGNED by the parties on DD/MM/20YY

_____
CLIENT

_____
CONSULTANT