

## TERM & CONDITIONS

Project Surveyors is the trading name of Clement & Reid Pty Ltd ABN 20 068 433 974 ( We / Us)  
The use of headings is for convenience only and do not affect the interpretation of the document.

### Payments:

Payments can be made by cash, cheque, bank cheque or direct deposit. Payments made using Visa or Master card will incur a usage fee of 2% of the payment.  
Payment is to be made within 30 days of the end of the month in which the invoice was issued.

### Interest:

Payments not received within the credit terms will attract an additional fee calculated at 2.0 % of the agreed fee per month. The client further agrees to charge the subject land for due payment of fees.

### Credit Limit:

Project Surveyors may amend or revoke any credit limit or credit account at its absolute discretion without any liability to the customer or any other party.

### Copyright:

All plans, reports and correspondence are copyright. Reproduction in part or in full without the written permission of Project Surveyors is prohibited. Consent to reproduction is deemed to have been granted to the original client as evidenced by the job instruction only and for the specified purpose of the engagement only and once payment has been received. Title to the goods and services provided does not pass to the client until payment in full has been received.

### Fees:

It is agreed that items of the scope not completed and invoiced within 12 months of the date of this agreement will have their value increased by 4 % per annum.

### Variations:

The contracted works may be added to or otherwise varied by agreement between the parties. All variation or additional instructions shall be in writing. For all requested variations a quotation range will be provided in writing and we will endeavour to complete the task within the budgeted range indicated

### Termination:

Either party may terminate this agreement by serving of notice in writing and sent either by post or fax. Verbal termination will not be acceptable. No reason is necessary to be given for the termination.

It is agreed that upon termination all work will cease on the project and fees for work done up to and including the date of termination shall be calculated in accordance with the companies hourly rates. The calculated fee and any fees for disbursements incurred to the date of termination are payable and due to Project Surveyors.

Project Surveyors reserve the right to terminate or suspend works for the non-payment of fees, or for safety issues regarding the site at their absolute discretion and shall not be liable for any loss howsoever incurred in any manner as a result of termination or suspension.

### Limitations:

The client indemnifies Project Surveyors against any loss as a result of incorrect usage of the plans provided, or using of the plans for a purpose for which they were not intended. Project Surveyors are indemnified against any loss howsoever arising to any person or corporation not being the party instructing the survey to be undertaken, their immediate consultants or council.

Project Surveyors shall not be liable for any loss howsoever arising as a result of delays in the registration of plans or granting of consents, which are beyond the reasonable control of a surveyor. Sources of delay include but are not limited to Council approval, Department of Lands registration, Authorities consents, Mortgagee consents and Registered Lessees consents or private certifiers sign offs.

In some cases where depth of the service is critical, the services must be exposed by accredited persons in each instance, and thence located by us. Project Surveyors is not accredited to open any service man hole nor expose any service line and cannot offer these services.

### Default:

Should it be necessary to collect payment after a default, it is agreed that the costs of the collection including but not limited to court costs, all legal fees, debt collection fees and charges shall be payable by and recoverable from the client.

### Jurisdiction:

The customer agrees that all agreements made with Project Surveyors shall be deemed to be made in the state of New South Wales and agrees to submit to the jurisdiction of the appropriate court nearest Sydney

### Specific Exclusions:

- All third party fees and charges

**Timing:**

Additional time to that stated in the proposal will be required in the event of adverse weather, safety issues, the site not being in a form suitable to undertake the survey and inadequate access to the site.

**Instructions:**

Instructions must be in writing

If instructions are received from a corporate entity, or on behalf of another entity, natural or corporate, and for any reason that entity does not or can not meet its obligation to pay costs, disbursements and penalties, then the person from whom the instruction emanates agrees to be responsible for meeting the whole of the debt, and the debt is recoverable from that person as though they were the entity with whom this agreement was made.

**Confidentiality:**

Upon payment of the agreed fee and any applicable interest, the file shall become confidential and not disclosed to any 3<sup>rd</sup> party except as provided by law, without the written consent of the client.

If the clients have defaulted or their whereabouts cannot be ascertained, then Project Surveyors in their absolute discretion shall decide if a file's content is to be disclosed to any 3<sup>rd</sup> party.

Project Surveyors reserve to themselves their right to use in absolute terms information contained within any file and the said file remains the property of Project Surveyors.

**Severability:**

Any part of anything herein shall be severable without affecting any other part thereof

**Charge:**

The client further agrees to charge the subject land for due payment of fees.

The customer agreed upon written request to charge in favour of us by way of fixed charge all its books of account, financial records, goodwill, documents of title and current and later acquired real property and intellectual property, and by way of a floating charge the whole of the customers other undertaking, property and assets with payments of all monies owed to us.

**Access:**

The client (you) must ensure that adequate access to the site is provided to us. You will also ensure that if we are required to enter upon adjoining lands, then you will arrange for that access. You further agree to indemnify us against any loss or charge as a result of us attending on adjoining lands for the purposes of undertaking a survey as requested by you, unless you have instructed us in writing that we are not required to enter adjoining lands. In these circumstances we may not be able to fulfil our agreed scope of works and you shall not hold us at fault in any way whatsoever or seek any compensation whatsoever from us.

You agree to provide a safe working environment, and that if required you will provide to us any safety documentation as may be required by law from time to time.