

**LBW ENVIRONMENT PTY LTD
STANDARD TERMS OF ENGAGEMENT FOR THE PROVISION OF ENVIRONMENTAL CONSULTING SERVICES**

1. LBW Environment Pty Ltd ("LBW") shall provide the Client the environmental consulting services described in the Proposal together with such other services as may be agreed from time to time (the "Services").
2. LBW shall provide the Services with such skill, care and diligence as is generally exercised by competent members of the environmental consulting profession performing services of 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 LBW's work are not under LBW's control (including the site), the Client must provide reasonable access to allow LBW to fulfill its obligations (including to provide the Services).
4. The Client shall, at its own cost, as soon as practicable make available to LBW all information, documents or other particulars relating to the Client's requirements for the project as is necessary for LBW to carry out the Services as expressly set out in this Agreement (the "Requirements"). LBW 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 LBW:
 - (a) The Fee and Disbursements as set out in the Proposal together with such other amounts in respect of other services agreed to be provided;
 - (b) Reasonable adjustments to the Fee and Disbursements to reflect the additional costs, expenses, liabilities, losses or other amounts incurred or suffered by LBW in the performance of the Services and arising out of or in connection with any event or matter beyond LBW'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 LBW in relation to the supply of the Services ("GST").
6. LBW may claim payment in accordance with the times set out in the Proposal or, if no time is set out, monthly in arrears. The Client must pay to LBW, without set-off or deduction:
 - (a) The amount payable under this Agreement for the Services provided during the relevant period, within 14 days of LBW's invoice; and
 - (b) The GST payable under this Agreement for the Services provided during the relevant period, within 14 days of receiving a valid tax invoice.
7. If the Client does not pay LBW in accordance with this Agreement then, without prejudice to any other rights or remedies LBW 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 the Australian Financial Review, plus 1% per annum.
8. To the maximum extent permitted by law:
 - (a) Subject to paragraphs (b), (c) and (d) below, LBW'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 contract, in tort, in equity, under statute or otherwise, shall be limited in aggregate to the amount specified in the Proposal or \$300,000 if no amount is stated in the Proposal.
 - (b) LBW 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) LBW 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 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 69 of the *Trade Practices Act 1974*, then LBW'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, LBW 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* created or produced by LBW) arising out of provision of the Services ("IP Rights") for the purposes of completing the Project. As between the Client and LBW, the ownership of the IP Rights vests in LBW.
10. Neither the Client nor LBW shall disclose to third parties or use for the 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 LBW 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 set out by the Institute of Arbitrators and Mediators Australia, provided that this provision shall not prevent LBW from instituting legal action at any time to recover monies owing by the Client to LBW.
12. The Client may, without prejudice to any other rights or remedies it may have, by written notice served on LBW terminate its obligations under this Agreement:
 - (a) If LBW 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 LBW specifying the breach and requiring the breach to be remedied; or
 - (b) Upon the Client giving LBW 60 days written notice of its intention to do so; or
 - (c) If LBW 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. LBW 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 other terms of the Agreement and the breach has not been remedied within 10 working days (or longer as LBW may allow) of a written notice served by LBW on the Client specifying the breach and requiring the breach to be remedied.
14. LBW 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 13a. has not been remedied within 6 days of a written notice served by LBW on the Client specifying the breach and requiring the breach to be remedied; or
 - (b) If the Client is in breach of any other terms of Agreement and the breach has not been remedied within 28 days of a written notice served by LBW on the Client specifying the breach and requiring the breach to be remedied; or
 - (c) Upon LBW 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 LBW 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 LBW in specialist areas. The other consultants 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 thereof.

Proposal reference: _____

Client Name: _____

Client Representative: _____

Signed for Client: _____

Date: _____