

CONDITIONS OF ENGAGEMENT

1. The Consultants shall perform the services relating to the Project as described in the attached documents.
2. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally exercised by Consultants in similar circumstances.
3. The Client shall provide the Consultant, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may pertain to the Services.
4. The Client shall pay the Consultant for the services the amount of fees and expenses at all times and in the manner set out overleaf.
5. Amounts due to the Consultant shall be paid within 15 working days following dated invoice. The Client undertakes to pay the account in full on or before the due date. In default of such prompt payment, you undertake to pay late payment fee(s) of 11.00% per month on any amount outstanding and to indemnify us and pay all costs and expenses on a solicitor and own client basis if legal action is necessary, and/or debt collection fees, which we may incur in recovering from you any overdue amount.
6. For all reimbursable costs, and where the Services are carried out on a time charge basis, the Consultant shall maintain up to date records which clearly identify relevant time and expenses incurred in providing the Services to Client.
7. The liability of the Consultant to the Client in respect of his or her Services for the Project shall be limited to the lesser of five times the value of the fees or the sum of \$100,000.00.
8. Neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him or her within two years from completion of the Services.
9. The Client shall indemnify the Consultant against the adverse effects of all claims including such claims by third parties which arise out of or in connection with the Agreement and are made after the expiry of the period of liability referred in Clause 8.
10. The Client may suspend all or part of the Services or terminate the Agreement by Notice to the Consultant who shall immediately make arrangements to stop the Services and minimize further expenditure. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties.
11. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variations to the services.
12. The Consultant shall retain copyright of all documents he or she has prepared. The Client shall be entitled to use them or copy them only for the purpose of which they are intended. The ownership of data and factual information collected by the Consultant and paid for by the Client, lie with the Client. The Client shall have no right to use any of these documents where any or all of the fees and expenses payable to the Consultant have not been paid in accordance with this Agreement.

13. Disputes shall first be referred to conciliation for settlement. Unresolved disputes shall be referred to arbitration in accordance with the Arbitration Act 1908.
14. Engineers, Quantity Surveyors and Surveyors fees and disbursements (Prints, Tolls, etc) are not included in the Consultants Fees and will be an additional charge which, in the case of the Engineers fees, will be charged separately by and be payable to the Engineer.