



NEW GROUND ENVIRONMENTAL PTY LTD – STANDARD TERMS AND CONDITIONS

The general terms and conditions set out below apply to all services provided by New Ground Environmental Pty Ltd. (New Ground).

1.0 INTERPRETATION

1.1 In this document:

- a. **We** – means **New Ground Environmental Pty Ltd (ABN 31 146 671 481)** and 'us' and 'ours' is to be construed accordingly;
- b. **You** – means our client (the applicant) as described in the Fee Proposal and 'your' and 'yours' is to be construed accordingly;
- c. **Application** – any Environmental Assessment, Planning or Management technical documentation or related application(s) included in our Fee Proposal;
- d. Words with Capital Letters have special meanings that are defined in this Agreement.

2.0 OUR SERVICES

2.1 Offer for Services

- a. The Agreement is comprised of the Fee Proposal, these Standard Terms and Conditions, and any annexures and schedules to same (the **Agreement**).
- b. Our **Fee Proposal** sets out our offer to provide you with professional services and the estimated costs for same.
- c. Our **Fee Proposal** is valid for three (3) months and is subject to the terms of the Agreement.
- d. By signing our **Fee Proposal**, you agree to the terms of the Agreement.

2.2 Our Scope of Works

- e. You have instructed us to complete the agreed upon 'Scope Of Works' detailed in our Fee Proposal (the Works).
- f. We will provide you with up to thirty (30) minutes of telephone calls with our team included in the Works.

2.3 What to Expect from Our Services

- a. We will:
 - i. Deliver our professional services in line with our agreed timeframes and with all due reasonable care and skill;
 - ii. Act in accordance with industry standards and professional codes as applicable from time to time, including holding all required insurance policies;
 - iii. Notify you when we lodge any application or submission with the Council or relevant authority on your behalf;
 - iv. If requested, provide you with a copy of that application or submission; and
 - v. Promptly advise you of any material developments that occur in relation to your application.
- b. You agree that it is not possible to guarantee the success of any application, or that any application will be decided

within a given period. We are not liable for Council's or any other regulator's requests, decisions, timeframes, or actions in respect of any applications included in the **Works**.

- c. We are under no obligation to lodge an application with the Council or relevant authority or provide final deliverables until any outstanding payments due to us have been made in full.

2.4 Amendment to Agreement

- a. An amendment to the Agreement may be required where:
 - i. The **Works** required will be materially altered or affected by a change to your circumstances or to the applicable policy or laws that occurs after you have engaged our services; or
 - ii. You require us to perform **Additional Works**; or
 - iii. A change in policy or laws requires us to perform **Additional Works**.
- b. This Agreement may be amended in writing by mutual agreement.
- c. If an amendment to this Agreement is required:
 - i. We will give you written notice of the proposed changes to **Works** and the updated estimated costs; and
 - ii. You must provide your written consent to any proposed amendment before that amendment takes effect; and
 - iii. Should you not consent to a proposed amendment, and should such amendment be required for us to continue providing services to you under this agreement, we may terminate the agreement in accordance with these terms and conditions.
- d. The balance of the terms of this Agreement will continue to apply unchanged alongside any amendments to this Agreement.

2.5 Estimated Costs

- a. Our **Fee Proposal** sets out the estimated costs for the **Works**. The estimated costs in our **Fee Proposal** include our professional fees and, where specified, Third Party fees and charges. Depending on the **Works** required, Third Parties may include consultant advisors, external service providers, local council, and other authorities, and other service providers (**Third Parties**).
- b. The estimated costs are current at the time of preparing your **Fee Proposal** and are based on:
 - i. The instructions that you provided to us; and
 - ii. The information available to us about the fees and charges of Third Parties – and should Third Parties (including local council or another authority) determine that the total amount payable for their fees and charges is higher than the estimate shown in our **Fee Proposal**, we are not liable for any changes to the estimated amount. (Signpost: See also 'Third Party Fees' in the below subclause).
- c. The estimated costs in our **Fee Proposal** are subject to change. This includes where:
 - i. Your instructions to us change requiring **Additional Works** to be completed;
 - ii. Third Parties change their fees and charges; and/or
 - iii. Third Parties determine that additional or different fees and charges apply to your circumstances.



- d. Third Parties may from time to time increase their fees and charges, such as Credit card merchant transfer fees, Council fees, and Infrastructure Charges.
- e. We will notify you as soon as practicable should we become aware of any increase in the fees and charges associated with the **Works**.
- f. **Third Party Fees & Charges.** Where Third Party fees and/or charges are different to the estimate shown in our Fee Proposal you must pay their latest applicable fees and charges in full. Where a Third Party's fee and/or charge is higher than the initial estimate indicated in our **Fee Proposal** the difference between the two amounts will also be payable by you. We are not liable for any increased or different Third Party fees or charges that apply. Failing to promptly make the full payment required by the Third Party may lead to the application not being lodged, being refused, or being rejected (as applicable in the circumstance).
- g. **GST.** Unless otherwise specified, any moneys that we inform you are payable have been calculated exclusive of GST.
- h. **Other development costs.** There may be other costs associated with your development project arising outside the costs detailed in our **Fee Proposal**. Those costs are your responsibility to investigate and pay.
- i. **Other Costs.** We may request that you provide at your own cost the relevant and necessary information and documents to us so that we can complete the **Works**. Unless otherwise specified, any costs associated with this are not included in our **Fee Proposal** and are your responsibility to pay.
- j. **Changes in the law.** You bear the risk that changes in law may cause the application to be refused or take longer to be processed. We are not liable for any loss or additional costs that arise from changes to the law that affect an application or the **Works**.
- v. Any work that falls outside standard application processing or engagement norms, such as:
 - 1. Lengthy mediations with Council officers;
 - 2. Unreasonable or excessive levels of correspondence from you or another party;
 - 3. Being required to consider voluminous materials; or
- vi. **A Referral of Application:** The Planning Act 2016 (Qld) may require that an application be referred to an external agency or State Government department for advisory or concurrence comment. This is outside our control and will incur additional costs. The associated **Additional Works** and costs are not included in our initial **Fee Proposal** (See 'Referral of Application').

3.2 Costs for Additional Works

- a. Third-Party fees or charges in relation to **Additional Works** must be paid by you. Where we pay any Third-Party fees or charges on your behalf, you agree to reimburse us. We will invoice you for the amount at cost.
- b. You agree to pay our **Hourly Rates** for us to complete **Additional Works**.
- c. **Capped Charge.**
 - i. Our **Capped Charge** is the agreed maximum amount we will charge for an item of work based on our hourly rates.
 - ii. Our **Capped Charge** does not include any Third Party fees.
 - iii. Where a **Capped Charge** applies, we will inform you in writing.

3.3 Our Hourly Rates

- a. **Additional Works** and any general consulting work will be charged at our **Hourly Rates** in fifteen (15) minute increments.
- b. Third-Party expenses, charges and disbursements, such as search fees, banking charges, government revenue charges and registration fees are not included in the **Hourly Rate** or our quoted professional fees.
- c. Our current **Hourly Rates** are contained in the table below.

Role	Hourly Rate
Director / Project Director	\$300+GST
Project Manager	\$250+GST
Senior Ecologist/Environmental Planner/Environmental Scientist/Arborist	\$220+GST
Mid-level Ecologist/Environmental Planner/Environmental Scientist/Arborist	\$160+GST
Ecologist/Environmental Planner/Environmental Scientist/Arborist	\$140+GST
GIS technician	\$160 + GST
Assistant Ecologist/Environmental Planner/Environmental Scientist/Arborist	\$100+GST
Administration	\$80+GST

3.0 ADDITIONAL WORKS, FEES & CHARGES

3.1 Additional Works

- a. **Additional Works** means anything that is not included in the **Works** (See: Scope Of **Works** in our **Fee Proposal**).
- b. Where there are any **Additional Works** required:
 - i. We will inform you as soon as possible;
 - ii. We, in our sole discretion, may offer to undertake those **Additional Works** and will advise you of the additional costs to do so; and
 - iii. Where it reasonably practicable to do so a mutually agreed upon **Capped Charge** will be set.
- c. **Additional Works** may include:
 - i. Telephone calls with our team in excess of the included thirty (30) minutes;
 - ii. Project meetings with the client, its project team or regulators where not allowed for in our proposal.
 - iii. Arranging to communicate with you in a language other than English, or being required to communicate with you via an interpreter/translator (we can arrange for a qualified interpreter to assist you in your dealings with us, if required, and at your cost);
 - iv. Advising you and preparing the response to an Information Requests issued by Council or other statutory requests;



- d. We may review our **Hourly Rates** from time to time and increase them depending on market conditions and other factors. We will provide you with reasonable notice of any fee increase and will not increase our rates more than once in any twelve (12) month period. Any increased rate will apply from the date you are notified of it. If you notify us that any fee increases are unacceptable, you or we may terminate this agreement.

4.0 REFERRAL OF APPLICATION

4.1 Costs & Additional Works: Referral of Application

- a. Where a **Referral of Application** is required and we are instructed to do so on your behalf:
- You will be required to pay the additional costs associated with the **Referral of Application**, including:
 - Third Party fees, such as fees payable to the relevant government departments or agencies; and
 - Our professional fees for the **Additional Works** required;
 - We will inform you of the additional costs associated with the **Referral of Application**.
 - We will set a **Capped Charge** for the **Additional Works** required where it is reasonably practicable to do so.

5.0 INVOICING & PAYMENTS

5.1 Payment for Services

- a. You agree to pay us:
- Our professional fees in exchange for providing the **Works** described in our **Fee Proposal**; and
 - Reimbursement at cost for any associated Third-Party fees and charges incurred on your behalf.

5.2 Accepted Payment Methods

- a. You must pay invoices in full by the due date using an **Accepted Payment Method**, as follows:
- Direct Deposit** to our Australian bank account as specified on your invoice.
- b. We do **not** accept Cheque, Credit Cards or Cryptocurrency.

5.3 Deposit/Mobilisation Fee Required

- a. The deposit/mobilisation fee specified in our **Fee Proposal** must be paid prior to us commencing the **Works**.
- b. Where applicable, a further deposit payment may be required before we commence any **Additional Works**.
- c. We may ask you for an advance payment on account of future fees and outlays to be incurred in relation to the **Works**. We may decide not to commence or to continue work until the payment is received. If the amount requested is not paid by the required date, we may terminate this agreement in accordance with the terms herein.

5.4 Invoices

- a. We will issue invoices to you as follows:
- For the deposit:** within twenty-four (24) to forty-eight (48) business hours of receiving your signed **Fee Proposal** and any other requirements that we may specify;
 - For the balance:**
 - Within the twenty-four (24) business hours following completion of **Works**; or
 - Where applicable – we may choose to issue an invoice to you for an amount proportional to the total **Works** to be performed as outlined in the **Fee Proposal** (for example, where a Stage of work has been completed; or where a further instalment under the **Fee Proposal** is payable); or
 - Within seven (7) days of any early termination of this agreement.
- b. Our invoices are due within seven (7) days from date issued, unless otherwise agreed in writing.
- c. You are taken to have received our bill:
- if it is given personally – on the day it is given to you or to your agent;
 - if it is sent by post – within 2 days of posting;
 - if it is sent electronically – upon transmission.
- d. Should your account be in credit due to an adjustment or overpayment, such credit shall be:
- carried forward and applied to the next Invoice issued to you; or
 - at our discretion we may elect to offset against any other amount due to us.
- e. **Late payments.** Where you do not pay an invoice in full by the due date:
- Interest at a rate of the ANZ Index Business Mortgage Rate plus one percent (1.0%) per month will accrue against the outstanding amount from the due date until payment;
 - You agree to indemnify us for any associated debt recovery and collection costs; and
- f. **Suspension & Termination of Services.** Where you do not pay an invoice in full by the due date we may, in our sole discretion, determine to do one or more of the following:
- Suspend our services until full payment is received;
 - Withdraw our services entirely; and/or
 - Cancel your Development Permit in accordance with the terms of our *Land Owners Consent* form.
- g. **Applying payments.** We may, at our absolute discretion, apply any amounts received toward amounts owing to us in such order as we may determine.
- h. **Joint clients.** Where you instruct us jointly with one or more other parties, you and each other party will be jointly and severally liable to pay our bills.
- i. **Payments Pending Reimbursement.** Although you may expect to be reimbursed by a Third Party for our fees and expenses, we do not have any recourse against third parties for that payment. Therefore, you must pay us as set out in this agreement even if payment to you by a Third Party is delayed or not received.

6.0 CLIENT OBLIGATIONS

6.1 Communication & Providing Instructions.

- a. **Communication with us.** As our client, you will:
- give us full and clear instructions in a timely manner;



- ii. provide documents and information within the timeframes specified in our communications with you;
 - iii. ensure that any documents you provide are in the format that we have requested, and that they are provided via the required channel of communication as specified by us from time to time;
 - iv. make appointments in advance should you wish to meet with us in person or talk by telephone, so that we can set a time and prepare any documents and/or information that you require.
- b. **Authorised Representative.** We may require that you nominate **one (1)** individual as an Authorised Representative, including where you (the client) are an entity or comprised of multiple individuals. In which case:
- i. Within **two (2)** business days of our request you will email us the name, email and telephone number of your nominated Authorised Representative;
 - ii. You warrant that the Authorised Representative is duly authorised by you to provide us with instructions and receive our advice and updates on your behalf; and
 - iii. We will solely communicate with the Authorised Representative (as nominated by you from time to time) about our services under this Agreement, and any other enquiries from you will be redirected for the Authorised Representative to respond or pass on updates.
- c. **Reliance on information received.** We are entitled to rely on the information that you (and your Authorised Representative, as the case may be) provide to us without further verification. You acknowledge and agree that any loss, additional costs, or damages arising from our reliance on that information is your responsibility.
- d. **Communication with Council or Other Authority.** To deliver our services properly, you agree that in relation to the application or any other matter associated with the **Works:**
- i. We are the sole contact with the Council or other relevant authority;
 - ii. During our engagement, you will direct all communications relevant to our engagement addressed to the Council or other relevant authority via our office; and
 - iii. You will immediately notify us if you are contacted directly by the Council or other relevant authority in relation to a matter which relates to our engagement.
- e. **Delays.** We are not responsible for delays caused by your failure to promptly provide information or documents. You are aware that failing to provide documents in the required form and within the specified timeframe is likely to lead to the application being refused.

1. Electronic Communications

- a. You agree to accept electronic communications from us, including by email, eSignature software providers, and online portal. This includes delivery of our invoices, progress updates, and notices under this Agreement.
- b. You agree to provide all information and documents electronically as directed by us, which may include email and portal submission.
- c. We disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by or to us in connection with our performance of services under this Agreement.
- d. You agree that we bear no liability for any loss or damage to any person or entity resulting from the use of email

transmissions or our website services, including any consequential, incidental, direct, indirect or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

7.0 REFUND POLICY

7.1 Early Termination

- a. In the event of termination of this Agreement, any refunds to you or payments to us will occur in accordance with the Termination provisions contained in this agreement (See: 'Termination').

7.2 Refunds

- a. We are under no obligation to provide any refund of professional fees, costs and charges paid pursuant to the agreement should the related application be refused by the relevant authority; or where lengthy delays outside of our control occur.
- b. Should we become aware that the amount of a charge or cost that you have paid to us for a service provided by the relevant authority or a Third Party is greater than the actual amount of that charge or cost (for instance, where our reasonable estimate of a charge or cost was in excess of the actual charge/cost, or where the relevant authority or Third Party has provided a refund to us), we will refund the excess to your nominated account.
- c. We are not otherwise responsible for refunds of charges or costs that we have paid to the relevant authority or a Third Party provider on your behalf, or that you have paid directly. Should you wish to seek a refund of any such charge or cost, you will need to contact the relevant Third Party provider directly, unless we agree otherwise.

8.0 TERMINATION

8.1 Terminating this agreement

- a. **Convenience.** Either party may terminate this agreement for convenience at any time by giving at least thirty (30) days' notice to the other party stating the intended termination date.
- b. **Breach.** Either party may terminate its obligations under this Agreement in the event of a substantial breach by the other party of its obligations and the breach has not been remedied within thirty (30) days of a written notice requiring the breach to be remedied.
- c. **Unpaid Amounts.** Where any amount payable to us is outstanding for more than ten (10) business days we may terminate or suspend this agreement by notice in writing to you with immediate effect.

8.2 After termination

- a. If the agreement is terminated by either party, we will provide you with a written notice of termination setting out any outstanding fees, charges and costs that you are required to pay for work that we have already performed and any Third Party costs incurred.



- b. **If termination occurs after Works commenced** the balance payable by you will be calculated as at date of termination as the total of:
- The percentage of **Works** completed, or partially completed, by us; and
For example:
 - Where 50% of required **Works** are completed then we require payment of 50% of our professional fees;
 - Where 100% of the work is completed for a stage or component of the **Works**, then we require payment of 100% of our professional fees for that stage or component.
 - Any hours of **Additional Works** undertaken by us charged at our **Hourly Rate**; and
 - All fees, charges or costs incurred on your behalf paid to third parties.
- c. **If termination occurs before Works commence** you agree to pay the **Cancellation Fee** calculated as at date of termination as the total of:
- An **Administration Fee** being –
 - Three-hundred and thirty dollars (\$330) inclusive of GST
to cover the genuine loss that we have suffered as a result of the cancellation, including our initial set-up costs, our costs of administration and preparation of the **Fee Proposal**; and
 - Any hours of **Additional Works** and any hours of general consulting work undertaken by us leading up to the Fee Proposal - charged at our **Hourly Rate**; and
 - All fees, charges or costs incurred on your behalf paid to third parties.
- d. **Works not completed.** You will not be required to pay our professional fees for portions of work that we have not yet performed.
- e. **Refunds.** If applicable, any excess funds held on account will be itemised on your final invoice, and will be refunded to your nominated account within 14 days of the date that written notice of the termination was provided.
- f. **Notification of Relevant Authorities.** If the agreement is terminated, we will notify the relevant authorities and Third Parties that we no longer act for you. You must sign any forms required to evidence the agreement's termination to the relevant authorities' satisfaction.

9.0 TIMEFRAMES

9.1 Our Service Timeframes

- Standard.** Under our standard service timeframes your draft deliverables will be provided made within 3-6 working weeks subject to resourcing commitments at the time.
 - Priority Guarantee.** Where you have paid for our Priority Guarantee service, we guarantee to complete your lodgement within 1-3 working weeks subject to resourcing commitments at the time. The amount payable for this service is detailed in your **Fee Proposal**.
 - Our Service Timeframe Period.** Our service timeframe period commences on the next business day after the date that we received all required information that we have requested from you. Required information includes, but is not limited to, all information, plans and reports necessary for works to proceed; and those items requested in your Fee Proposal.
- d. **Third-party Timeframes.** We have no control over Third Party processing timeframes, and that we cannot guarantee that your application will be approved or decided by a certain date.

10.0 GENERAL

10.1 Confidentiality

- Our obligations.** We will keep confidential all Confidential Information received from you in the course of the work, and persons performing work for you:
 - will treat Confidential Information you give as being given only to them;
 - may disclose Confidential Information within our professional practice as required in order to perform the work; and
 - will not disclose to you any Confidential Information of third parties which may be known to them or any other personnel and may otherwise be information to which you are entitled.
- Confidential Information** includes, but is not limited to, verbal and written correspondence, documents, and audio/visual recordings.
- Required disclosure.** This Agreement does not preclude any disclosure required by law or by a Court or other tribunal, regulations (including those made under the Corporations Act), professional duty or as is requested by regulatory authorities.
- Internal information use.** We may transfer material to our internal databases for learning and knowledge purposes. Before doing so, we will make reasonable efforts to ensure that Confidential Information is neither disclosed outside our professional practice nor otherwise used inconsistently with the obligations referred to above.

10.2 Electronic Storage

- Where permitted by law, we may elect to hold some or all of your documents and information solely in electronic form. Where your documents are held by us in electronic form, only electronic copies of them will be provided to you. Those copies will be provided in a reasonable electronic format, usually the same format in which we hold them.
- We may elect to electronically store your documents and information in a location or with a provider outside the Commonwealth of Australia. Wherever we store your documents or information electronically we will implement appropriate cyber security and data protection measures.

10.3 Privacy

- Personal information.** You agree that we may manage your personal information in accordance with our Privacy Policy as amended from time to time. In addition:
 - We may collect personal information in the course of your instructions and while carrying out the **Works** for you. This may include personal information about individuals who are employees, directors or principals of corporate clients. We ask you to assist us to make



- these individuals aware that our acting for you may involve collection of personal information about them;
- ii. We may decide that it is necessary to conduct further searches and enquiries regarding the information you have provided us or more generally concerning you or your associates for our regulatory or prudential purposes. This may entail using some or all of the collected information to obtain additional information concerning you or your associates (including personal information in respect of individuals), from various other entities including, but not limited to, local councils, government agencies, law enforcement bodies, publicly available records, public registries, court or tribunal records, ratings agencies, search agencies and regulatory and licensing bodies.
- b. **Information usage.** We may use personal information while completing the **Works** for you and we may disclose personal information to our service providers (including for the purposes of electronic or cloud storage) or agents and to other organisations including other parties in the matter and government agencies responsible for processing transactions, but only to the extent necessary to perform the **Works** and in accordance with our professional obligations, or as required by law. If we do not collect such personal information or if you or others do not consent to us conducting such further searches or enquiries we may not be able to carry out your instructions.

10.4 Limitation of Liability

- a. Our liability to you arising in connection with this engagement (if any) is limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is agreed between us or ascribed to us by a court or tribunal of competent jurisdiction allocating proportionate responsibility to us having regard to the extent of our responsibility for the loss or damage and the contribution to the loss or damage in question by you and any other person.
- b. We are not liable:
 - i. to the extent that you or any other person is / are responsible and / or liable for an act or omission that contributed to your loss;
 - ii. for any indirect or consequential costs, loss or damage or loss of profits;
 - iii. for any defect or deficiency in any system or service that is not developed or provided by us under this agreement. That includes (without limitation) your production and legacy systems and systems that receive data from systems produced by us.
- c. This clause has no application to any liability arising directly as a result and to the extent of fraud committed by us.

10.5 Miscellaneous

- a. **Electronic signatures.** Electronic Signatures (including digital signatures) complying with the relevant electronic signing laws, and corporation laws or other applicable laws in the Jurisdiction, as amended from time to time, will be deemed original signatures for purposes of this Agreement. The parties consent to this agreement being signed by or on behalf of a party by an electronic signature. Where this agreement is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

- b. **Publicity.** You consent to us using general information about the **Works** and related services we provided in our marketing materials including in social media, proposals, and corporate capacity statements. Neither party will use the name, trademark, or other identifying corporate branding without the other's prior written consent.
- c. **Copyright & Ownership of Documents**
 - i. **Intellectual Property Rights.** We will not acquire any ownership rights over any information provided to us by you or your representatives or advisers although you consent to us inserting your logos and other similar intellectual property on our deliverables where appropriate unless you notify us to the contrary.
 - ii. **Assignment.** When you have paid all amounts owing to us in relation to the **Works** (and related services), we assign to you all copyright (and other intellectual property rights) to all reports, written advice and other deliverables (except software) we have provided. However, you grant to us a non-exclusive, irrevocable, royalty free licence to use, copy, modify and exploit those deliverables so long as doing so would not disclose any of your confidential information. We also retain:
 1. as confidential information the processes, ideas, concepts and techniques developed in the course of providing the **Works** and related services; and
 2. all copyright and other intellectual property rights in:
 - A. data, designs, models, methodologies, analysis frameworks, leading practices, specifications and other elements of the deliverables which were owned or developed by us before, or independently from, the **Works** and/or related services; and
 - B. all tools (and any enhancement, improvement or other derivative of those tools) including but not limited to software and working papers (whether or not these are supplied to you) used by us in performing the **Works** and related services.
- d. **Third Party Reliance.** If you wish to provide a Third Party (including associated entities or individuals) with copies of reports, letters, information, advice or other deliverables prepared by us or that you have received from us, then you must obtain our prior written consent and we reserve the right to:
 - i. set the terms on which those copies are given or used; or
 - ii. require the Third Party to enter into a direct relationship with us.We disclaim all liability to any Third Party for all costs, loss, damage and liability that the Third Party may suffer or incur arising from or relating to or in any way connected with the provision of the deliverables to the Third Party without our prior written consent.
- e. **Assignment.** Except as provided for in this Agreement neither party may assign or transfer any obligation under this Agreement without the written consent of the other.
- f. **Dispute Resolution**
 - i. **Meeting to attempt to resolve dispute.** If a dispute arises under this agreement, a party may at any time give written notice to the party(ies) with whom the dispute has arisen, requesting that a meeting take place to seek to resolve the dispute.
 - ii. Nominated senior representatives of the parties in dispute must meet within five (5) Business Days of the notice and endeavour to resolve the dispute in good



- faith. Attendance by representatives may be virtual or physical, or a mixture of both.
- iii. If such meeting does not take place, or after five (5) Business Days of the meeting the dispute remains unresolved, any party may pursue its rights at law.
 - iv. **Obligations continue.** The parties must continue to perform their respective obligations under this agreement, pending the resolution of a dispute, except to the extent that a party has validly terminated this agreement.
 - v. **Interlocutory relief and right to terminate.** The terms of this agreement do not restrict or limit the right of either party to obtain interlocutory relief or to terminate this agreement, in accordance with this agreement.
- g. **Governing Laws & Jurisdiction.** This Agreement is governed by and must be construed in accordance with the laws in force in the State of **Queensland**. The parties submit to the non-exclusive jurisdiction of the courts of the Queensland and the Commonwealth of Australia (the **Jurisdiction**) in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.
- h. **Variation:** This agreement may be varied by written agreement of the parties.
- i. **Survival.** Provisions of this agreement that are capable of having effect will survive its termination.
- j. **Inconsistency.** Where any ambiguity, inconsistency or discrepancy exists between these Terms and Conditions and any other document forming part of the Agreement, these Terms and Conditions shall take precedence.
- k. **Waiver.** Any waiver by any party to a breach of this agreement shall not be deemed to be a waiver of a subsequent breach of the same or of a different kind.
- l. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to our work under this agreement and supersedes all prior agreements, proposals, oral and written representations and negotiations.
- m. **Severance:** If any provision of this agreement is determined by a duly appointed person, Court or Tribunal to be illegal, unenforceable or otherwise invalid, then despite such illegality, unenforceability or invalidity:
- i. this agreement shall remain in full force and effect to the extent permissible by law; and
 - ii. the provision that is illegal, unenforceable or invalid shall be deemed to be deleted and replaced by a valid provision which in its effect is as close to the invalid provision that the replaced provision can be and will be taken to have been the provision by which the parties intended to be contractually bound from the date of commencement of our engagement.