



KNEEBONE, BERETTA & HALL PTY LTD

CONSULTING STRUCTURAL & CIVIL ENGINEERS

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5 May 2011

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is an agreement between 'Kneebone, Beretta & Hall Pty Ltd' and you, the 'Client', and establishes the terms and conditions of the agreed consultancy services ('Required Services') to be provided by Kneebone Beretta & Hall Pty Ltd.

1.0 SCOPE OF WORKS

1.1 Kneebone Beretta & Hall Pty Ltd shall provide to the Client the 'Required Services' described in the signed Client Acceptance Form together with such other services as may be agreed between parties from time to time.

1.2 In performing the 'Required Services' Kneebone Beretta & Hall Pty Ltd shall exercise reasonable skill, care and diligence.

1.3 This Agreement shall end upon completion of the 'Required Services' together with any other services as agreed.

2.0 FEES

2.1 All fees quoted may be subject to review at the end of the agreed 'Required Services'.

2.2 If the Client varies the 'Required Services', then Kneebone Beretta & Hall Pty Ltd may vary the fees accordingly.

2.3 The Client shall pay to Kneebone Beretta & Hall Pty Ltd the fees as agreed or in the absence of an agreement in accordance with the current Standard Work Rates.

2.4 The Client shall reimburse Kneebone Beretta & Hall Pty Ltd for travel expenses (air fares, road tolls, parking fees), accommodation, meals, Council fees and charges and other pre-approved out of pocket expenses incurred or paid for by Kneebone Beretta & Hall Pty Ltd in connection with, or related to, the 'Required Services'.

2.5 Amounts payable under this agreement are expressed to be GST inclusive.

2.6 Invoices shall be paid within 30 days.
Kneebone Beretta & Hall Pty Ltd reserves the right to enact legal action to recover payment of outstanding invoices and interest.

2.7 Invoices shall be paid in accordance with the methods of payment as shown on Client Acceptance Form.

2.8 Any dispute regarding an invoice shall be notified by the Client to Kneebone Beretta & Hall Pty Ltd within fourteen (14) days of the date of the invoice.

3.0 COMMENCEMENT OF WORK

3.1 Kneebone Beretta & Hall Pty Ltd will commence the 'Required Services' following receipt of the signed Client Acceptance Form.

DIRECTORS:

TREVOR B HALL, B.Sc.(Eng), F.I.E.Aust, C.P.Eng.

ENRICO L BERETTA, B.E.(ETH), F.I.E.Aust, C.P.Eng.

PETER R ANDRESEN, B.E., M.I.E.Aust, C.P.Eng

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4.0	OBLIGATIONS
4.1	Kneebone Beretta & Hall Pty Ltd shall not, without prior written consent of the Client, (<i>not to be unreasonably withheld</i>) disclose to any third party, other than the employees of Kneebone Beretta & Hall Pty Ltd, personal and / or confidential information entrusted by the Client.
4.2	The Client shall be responsible for engaging secondary consultants and Kneebone Beretta & Hall Pty Ltd shall only be responsible for the co-ordination and integration of their services, where applicable.
4.3	<p>The Client shall, prior to the commencement of the agreed 'Required Services', provide any existing materials relevant to the 'Required Services', including but not limited to:</p> <ul style="list-style-type: none">• Existing reports, documents, plans, maps (<i>including where possible, plans in PDF format</i>);• Copies of any current Development Consent, Conditions and correspondence from Council. <p>The client shall also provide during the 'Required Services' all further information and instructions reasonably required by Kneebone Beretta & Hall Pty Ltd.</p>
4.4	The Client authorises Kneebone Beretta & Hall Pty Ltd and its employees to enter onto the land for the purposes of undertaking of this Agreement.
5.0	COPYRIGHT
5.1	Copyright in all drawings and documents prepared by Kneebone Beretta & Hall Pty Ltd, and provided to the Client in connection with the project, shall remain the property of Kneebone Beretta & Hall Pty Ltd.
5.2	The Client alone (<i>subject to Clause 5.3</i>) shall have licence to use the documents referred to in Clause 5.1 for the purpose of completing the project, but the Client shall not use, or make copies of such documents in connection with any work not related to the project.
5.3	If the Client is in breach of any obligation to make payment to Kneebone Beretta & Hall Pty Ltd, then it may revoke the rights referred to in Clause 5.2 and the Client shall forthwith return to Kneebone Beretta & Hall Pty Ltd all documents referred to in Clause 5.1 and all copies thereof.
6.0	DISPUTES AND TERMINATION
6.1	Any dispute between the Client and Kneebone Beretta & Hall Pty Ltd shall first be subject to mediation, provided that this provision shall not prevent Kneebone Beretta & Hall Pty Ltd from instituting legal action at any time, to recover monies owing by the Client to Kneebone Beretta & Hall Pty Ltd.
6.2	Either Kneebone Beretta & Hall Pty Ltd or the Client may terminate this Agreement prior to its completion (<i>by giving seven (7) days notice in writing to the other</i>), provided that such notice shall not be given until the party intending to give notice has consulted with the other. Kneebone Beretta & Hall Pty Ltd shall be reimbursed for work carried out prior to the termination.
6.3	Kneebone Beretta & Hall Pty Ltd may terminate or suspend this Agreement if the Client is in breach of Clause 2 of this Agreement.
7.0	INSURANCE AND LIABILITY
7.1	Kneebone Beretta & Hall Pty Ltd shall carry current Professional Indemnity Insurance (<i>\$5,000,000.00</i>) and Public Liability Insurance (<i>\$10,000,000.00</i>).
7.2	<p>To the extent permitted by Law Kneebone Beretta & Hall Pty Ltd shall not be liable for :</p> <ul style="list-style-type: none">• The acts, omissions or defaults of other consultants engaged by the client;• The accuracy of any cost estimates;• Any changes, alterations or additions to the services made by other consultants without the express written consent of Kneebone Beretta & Hall Pty Ltd.

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Consulting Structural & Civil Engineers

Kneebone Beretta & Hall Pty Ltd Professional Services Agreement

CLIENT ACCEPTANCE FORM

CLIENT NAME (S)

Surname:

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Given Name:

.....

Company Name:

.....

Position:

.....

CONTACT DETAILS

Postal Address:

.....

Email Address:

.....

Facsimile:

.....

Telephone BH:

.....

Telephone AH:

.....

Mobile:

.....

SERVICES REQUIRED

The 'Services Required' are as instructed from time to time.

I / We hereby appoint Kneebone Beretta & Hall Pty Ltd to undertake the 'Services Required' in accordance with the terms of this Professional Services Agreement.

By signing below, I / we agree to the terms set out in this Professional Services Agreement.

Signed:

.....

Dated:

.....

Please Print Name:

.....

METHODS OF PAYMENT

Cheque Payable to:

Kneebone Beretta & Hall Pty Ltd

Postal Address:

4 Macquarie Avenue, Penrith NSW 2750

Direct Bank Deposit:

BSB: 032277
Account No: 202189

Reference Line: Your Customer Code or Invoice Number

Credit Card Facilities

Visa, MasterCard or EFTPOS facilities are available in our office and by telephone authority.

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