

Annexure to the Australian Standard – Part A General Conditions of Contract for Consultants – AS 4122:2010

Item	Description	
Item 1 clause 1.1	The Client is:	As provided by the client and documented in the Consultant's Fee proposal.
Item 2 clause 1.1	The Consultant is:	Warringtonfire Australia Pty Ltd ABN 81 050 241 524
Item 3 clause 1.1	The Contract Documents are:	In the following order of priority: 1. The Consultant's Fee proposal Error! Reference source not found. Error! Reference source not found. (Fee proposal). 2. The General Conditions of Contract – including annexures.
Item 4 clause 1.1	The Scope is described in the following Documents, or the Scope is:	The Scope is described in the Consultant's Fee proposal.
Item 5 clause 5.1	The purpose(s) for which the Services will be suitable is/are:	Fire safety engineering consulting services as specified by the Scope.
Item 6 clause 6.1	The Client's authorised representative is:	To be provided upon acceptance. If none identified, the Client can advise / change its authorised representative by giving written notice.
Item 7 clause 6.2	The Consultant's authorised representative is:	Warringtonfire project manager name The Consultant can change its authorised representative by giving written notice.
Item 8 clause 10.1	Claims for payment must be made on the following basis:	See the terms and conditions included in the Warringtonfire fee proposal
	Specify whether the basis is inclusive or exclusive of GST	If GST is inclusive in the fee, it will be identified in the fee table of the Fee proposal.
	If rates apply, specify rates and intervals.	As specified in the fee table of the Fee proposal.
	Specify whether claims for payment, however calculated, will be paid in a single lump sum or in stages. If payable in stages, state the fee or percentage of fee payable for each stage.	A percentage of work completed for the different stages of the fees identified in the Fee proposal.
Item 9 clause 10.2	Disbursements for which the Consultant may claim payment:	As specified in the Fee proposal.
Item 10 clause 10.3	Time to claim payment is no later than:	The last Business Day of the month.

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Item 11 clause 10.6	The time for payment is no later than:	30 days after receipt of invoice subject to a satisfactory credit check by our finance team. If your credit check is unsatisfactory, payment will be required prior to carrying out the work.
Item 12 clause 10.9	The rate of interest for overdue payment is:	RBA target cash rate plus 4% per annum. Any actions taken by us to recover the debt of moneys not paid within 30 days of invoice will be paid for by the client.
Item 13 clause 12.1	Alternative 1: The date or the period after commencement of this Contract, by which the Services must be completed is:	The dates and times set out in the Fee proposal. If nothing stated then within a reasonable time.
Item 14 clause 12.3(c)	Other causes of delay for which the Consultant may notify an extension of time:	Events or circumstances which are beyond the reasonable control of the Consultant.
Item 15 clause 13.2	The Approvals to be obtained by the Consultant are:	Nil.
Item 16 clause 18	The key personnel are:	As specified in the Fee proposal. If none identified, the Consultant can advise / change its authorised representative by giving written notice.
Item 17 clause 19.2	Existing conflicts of interest:	None.
Item 18 clause 21.3	Copyright and other Intellectual Property Rights, the Alternatives that applies is:	Alternative 1.
Item 19 clause 21.3 Alternative 2	List excluded Intellectual Property Rights:	Intellectual Property Rights of third party suppliers, subcontractors and subconsultants to the Consultant.
Item 20 clause 21.4 Alternative 2	The additional amount payable to the Consultant for granting of Intellectual Property Rights to the Client is:	Not applicable.
Item 21 clause 22.1	Does clause 22 (Moral Rights) apply?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 22 clause 23.1	The following Documents are confidential:	1. The Fee proposal. 2. The Client Information. 3. The Deliverables.
Item 23 clause 24.4	Maximum period for which Client may suspend the Services at any one time, after which the Consultant may terminate:	2 Business Days.

Item 24 clause 29.1	The Consultant's liability is limited to:	\$300,000. The Consultant is not liable to the Client for any indirect or consequential loss or damage including lost profits.
Item 25 clause 30.2	The amount of public liability insurance is:	\$20,000,000 in the annual aggregate.
Item 26 clause 30.4	The amount of the professional indemnity insurance is:	<p>Notwithstanding clause 30.4 of the General Conditions of Contract:</p> <p>a. \$10,000,000 in respect of any claim that is not a Cladding Claim in the annual aggregate – with no reinstatement, and</p> <p>b. \$1,000,000 in respect of a Cladding Claim in the annual aggregate – with no reinstatement.</p> <p>Cladding Claim is defined in the Consultant's insurance endorsement – wording available on request.</p> <p>If the above amounts of cover become unavailable at commercially reasonable rates, the amounts required are nil and the parties will agree in good faith to alternative suitable levels of cover.</p>
Item 27 clause 30.4	The professional indemnity insurance must be maintained for the following period:	Six years after completion of the Services.
Item 28 clause 30.7	The Client must effect the following insurances and maintain them for the following periods:	<p>Insurance: None:</p> <p>Period: Not applicable</p>
Item 29 clause 33.1	The address for the service of notices is:	The parties accept email or web based systems such as Aconex for the service of notices.
Item 30 clause 35	The law governing this Contract is:	The state or territory where the Services are to be substantially performed.
Item 31	Has this Contract been amended from its original form?	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>As identified in this schedule.</p>