

TERMS AND CONDITIONS FOR CONSULTING SERVICES

Mandurah Environment and Heritage Group Inc. (“**MEHG**”) and the Client (as described in the accompanying Authority to Proceed) agree that any consulting services and charges (collectively “**the Services**”) to be provided by MEHG relating to the Agreement of Services between the Client and MEHG will be subject to the following:

1. **Ownership and Use of the Services** - Intellectual property and copyright (“IP”) in all records (e.g. Minutes of meetings), reports and other documents created or provided by MEHG in the provision of the Services shall remain the property of MEHG.
 - a) Subject to the Client complying with its obligations under this Agreement, the Client shall upon payment of expenses, own all deliverables provided to it in the provision of the Services (the “**Services Product**”).
 - b) The Client consents to MEHG's use of a general description of MEHG's Services and to the publicity of the Services Product that is delivered to the Client.
2. **Third party reliance** - Unless expressly agreed by MEHG, no third party may rely upon the Services Product provided under this Agreement. The Client indemnifies MEHG from any unlicensed use of or reliance on said Services Product. MEHG shall not be liable for any use by the Client or its appointee of any reports or other documents for any purpose other than that for which the same were prepared by or on behalf of MEHG.
3. **Right of Entry, Permits and Site Information** - The Client shall obtain all necessary permits and licences and provide right of entry to MEHG and its volunteers to carry out the Services. The Client (at its own cost) shall provide to MEHG in advance all relevant and necessary information, documents and other particulars concerning the location of the Services including but not limited to any on-site hazardous materials and underground utilities. MEHG shall rely on this information.
4. **Safety** – The Client shall provide in advance any environmental, health, or safety policies or procedures it requires MEHG to conform to during provision of the Services.
5. **Engagement of an Expert** - If MEHG considers it appropriate to do so, it may engage an Expert to assist MEHG in the development and provision of the Services Product. The Client accepts that MEHG may retain an Expert affiliated with MEHG to provide Services for the benefit of MEHG. To the maximum extent allowed by law, the Client acknowledges and agrees it will not have any direct legal recourse to, and waives any claim, demand, or cause of action against, any Expert affiliated with MEHG and their volunteers, officers and directors.
6. **Limitation of Liability** - To the maximum extent permitted by law:
 - a) MEHG shall not under any circumstance be 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).
 - b) The Client shall not be entitled to commence any action or claim whatsoever against MEHG or any volunteer, agent or sub-consultant of MEHG in respect of the Services.

- 7. Payment of Expenses** - The Client shall reimburse MEHG for all expenses incurred in the provision of the Services as set out in the Agreement of Services without set-off or deduction.
- a) Where this Agreement has been entered into or authorised by an Agent (or a person purporting to act as an Agent) on behalf of the Client, the Agent and the Client shall be jointly and severally liable for payment of all accounts due to MEHG under this Agreement.
 - b) All monies payable by the Client to MEHG shall be paid within thirty (30) days of the date of the invoice.
 - c) The Client shall notify MEHG within ten (10) days of receipt of any invoice, of any dispute with the Invoice and the parties will promptly meet to resolve the dispute. Unless such notification is received by MEHG, the Client agrees the invoice will be deemed valid and payment is due under the terms of this condition.
- 8. Dispute** - Any dispute between the Client and MEHG shall be notified in writing by the aggrieved party to the other within seven (7) days of the onset of the dispute. It shall be handled as follows:
- a) Within 7 days of notification, the parties and their principals shall meet in good faith, without legal representation, in an attempt to resolve the dispute.
 - b) If the dispute is not resolved under 8(a), the parties agree that the dispute shall then be subject to final expert determination. The expert shall be chosen by agreement between the parties.
 - c) The parties irrevocably waive any recourse to further action.
 - d) Notwithstanding the subject of any dispute, the parties agree to continue to perform all other obligations under this agreement.
- 9. Assignment** - Neither party and their respective successors may assign, transfer, or sublet any obligation under this Agreement without the prior written consent of the other party. Unless stated in writing to the contrary, no assignment, transfer, novation or sublet shall release the assignor from any obligation under this Agreement.
- 10. Termination** - Either party may terminate its obligations under this Agreement:
- a) 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 written notice requiring the breach to be remedied;
 - b) Or without cause upon giving the other party 30 days' written notice of its intention to do so.
- 11. Miscellaneous –**
- a) This Agreement shall be subject to the laws of the State of Australia where the Services are provided.
 - b) This Agreement is the entire Agreement between the parties for the provision of the Services in the Agreement of Services and supersedes all other agreements, representations, correspondence and discussions in connection with the Services. In particular, no terms incorporated into or referenced by any Purchase Order, however and whenever presented, shall at any time operate to amend or substitute for the terms of this Agreement.
 - c) If any Clause of this Agreement is found to be inoperable due to illegality, such Clause is severed from the Agreement and the rest of the Agreement remains in force.
 - d) Nothing in this Agreement, nor in the performance of the Services, shall be construed as creating a relationship of agency, partnership, or other relationship other than that of Client and Consultant between the parties.