

Terms of Engagement

1. THE WORK & INSTRUCTIONS

You wish to engage Perusic Engineering to provide services in accordance with your instructions.

Our services are subject to the *Code of Ethics for Engineers Australia* administered by the National Engineering Registration Board. A copy can be downloaded from

<https://www.engineersaustralia.org.au/western-australia-division/code-ethics> or provided by Perusic Engineering on request.

You must provide us with full and detailed information and update us with new or updated information, which may be relevant to the work so that the best service can be provided.

We will not proceed in most cases until we receive your instructions, however, if we reasonably determine that immediate action is necessary to meet a final deadline to protect your interests, we may proceed without your instructions and will charge you for these services.

We will act promptly on your instructions and promptly inform you if we are unable to carry out your instructions.

All correspondence will be sent to the address and/or email you nominate. You will promptly update us of any change of address and/or email. If we are unable to reach you because of incorrect or out of date contact details, we reserve the right to suspend our provision of services to you, or terminate these terms of engagement, and our obligations to you will cease.

2. CONFIDENTIALITY & PRIVACY

We will keep confidential all confidential information received from you in the course of providing a service to you. We will treat other clients' instructions to us and their confidential information to us on the same basis.

Personal information that you provide to us will only be used as required in order to carry out the work as instructed by you.

If you are an individual, by agreeing to these terms of engagement, you agree that we may also give information about you to a credit reporting agency.

This information may include particulars such as name, address and overdue payments by more than 60 days which you have been notified of and that we have taken steps to recover from you.

Please let us know promptly, or at any time in the

future, if you do not want:

To be contacted by us by email with correspondence this does not directly relate to our service to you.

Us to list you as a client on our website (company name only).

3. FEES AND EXPENSES

Invoices for services will be issued in Australian dollars. GST (if applicable) will be outlined as required by law so as in order for you to obtain a tax credit.

Accounts are payable within 7 days of the invoice date.

Failure to pay an account may result in temporary suspension of work or permanent termination of the engagement.

If accounts are not paid within 30 days of the invoice date interest on overdue amounts will be charged at the Cash Rate Target set by the Reserve Bank of Australia.

Subject to Clause 2 (Confidentiality & Privacy) we may report you to a credit reporting agency for any account overdue by more than 60 days.

4. OTHER SERVICE PROVIDERS

Independent trades persons, experts and other service providers who may be needed to be appointed will be engaged transparently and if required, be subject to their terms of engagement. You agree that Perusic Engineering will be the point of contact and instructor on your behalf. You (or your nominated contact) will be copied on correspondence with other service providers. For the avoidance of doubt instructions to other service provider will be in line with your instructions.

Invoices from other service providers will be billed to you, and we will receive a copy so we can advise when services have been completed.

5. ONGOING PROJECTS

We will keep you informed of the progress of your project. You will, at our request, promptly provide us with any information or assistance we need to progress and you acknowledge that failure to do so may jeopardise the outcome.

When we prepare material or documents, you will check that they are accurate, and contact us promptly to correct or clarify any errors.

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6. ABANDONMENT

You will ensure that your instructions for progressing or abandoning a project are complete and clear. Any work carried out before your instructions to abandon have been received by Perusic Engineering may be charged to you.

If we do not receive your instructions in time for which action needs to be taken, we may conclude that you have abandoned the project, and in our sole discretion, may take no further action.

7. ISSUES AND COMPLAINTS

If you have any complaints or concerns, please contact the principal of Perusic Engineering so that they can be resolved or explained.

If you are not satisfied with the way issues/disputes are handled, you may make a written complaint to Engineers Australia.

8. TERMINATION OF SERVICES

Termination by you: You may terminate your engagement of us at any time by giving us notice in writing. If you do so you will be required to pay any outstanding invoices, charges for work done, and expenses incurred, up to the date of termination.

Termination by us: We reserve the right to cease working on your project(s), or terminate your engagement with us, at any time, for example if we are unable to obtain adequate instructions, accounts are not paid or we are unable to work for you due to a conflict of interest.

9. FILE CONTENTS

When instructed to transfer work to another service provider, charges for work such as photocopying may apply.

We are entitled to retain possession of all documents relating to your project while there is money owing to us for our charges and expenses.

Files will be kept for a minimum of seven years after the date of our final invoice. We will assume we have your authority to destroy files after that seven-year-period. If you have reason to believe that any of the documents may be relevant to future projects, please contact Perusic Engineering immediately.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law, we will not be liable to you for any amount greater than \$1,000,000 for any claim or claims arising out of the work we do pursuant to these terms of engagement. In the event you have statutory rights that cannot be excluded, we limit our liability in respect of such rights to the maximum extent possible. Where there is a failure to comply with a consumer guarantee under the Australian Consumer Law, we are permitted to limit our liability for such failure, at our option, to the supply of the services again, or the payment of the cost of having the services supplied again.

11. GOVERNING LAW

These terms of engagement and all aspects of Perusic Engineering's performance of services for you are governed by the laws of NSW, and you submit to the exclusive jurisdiction of the courts of that State.

12. INTELLECTUAL PROPERTY

We retain ownership of any of our existing intellectual property, and any intellectual property rights (including copyright) developed by us in undertaking work for you belong to us. However, nothing in these terms affects your rights in your pre-existing intellectual property, or any intellectual property applied for using our services.

You will have a non-exclusive licence to use our intellectual property only for the purpose of the specific project we have undertaken for you.

13. ACCEPTANCE OF TERMS

If you begin or continue to instruct us, and do not advise us to the contrary within 14 days of receipt of these terms we will consider that you have accepted these terms and agree to be bound by them. If you have any questions please contact us.
