



SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions (Special Conditions) form part of the General Terms and Conditions of Engagement (Terms) to the extent applicable to the Services. Unless stated otherwise, capitalised terms not defined in these Special Conditions have the meaning given in the Terms.

1 TRAINING

- 1.1 This clause 1 applies to the extent the Services include training.
- 1.2 The Company will attempt to commence training on time. If no attendees are present, the Company will use reasonable endeavours to contact the Client representative or agent at the venue to assemble the required attendees. If attendees are not present within 30 minutes of the scheduled start time, the Company will be deemed to have performed the training Services, and additional sessions will be at the Client's cost.
- 1.3 If the Company representative conducting training Services is late or unable to present training at the scheduled start time, the Company will notify the Client representative or agent as soon as possible and, if necessary, the session will be rescheduled at no further cost to the Client.
- 1.4 Inclement weather will not postpone training Services.
- 1.5 If the Client cancels or varies the scheduled training date and such cancellation or variation takes place within 5 business days of the scheduled training date, the Company may charge the Client a cancellation fee equivalent to 100% of the Fee in respect of that training.

2 ASBESTOS AND HAZARDOUS MATERIALS INVESTIGATIONS

This clause 2 applies to the extent the Services relate to or include asbestos or hazardous materials investigation.

2.1 Scope of Services

The Services relate to identifying only hazardous materials specified in the Proposal used in the construction of any building, including asbestos containing materials and hazardous building materials (such as synthetic mineral fibre insulation materials, polychlorinated bi-phenyl oil capacitors and indicative check of selected lead-painted surfaces). The Services do not include identifying dangerous goods or hazardous substances in the form of chemicals used, stored or manufactured within any building, plant or site.

2.2 Sampling program

The Company:

- 2.2.1 will carry out a predominantly visual inspection and only a limited sampling program of the site;
- 2.2.2 will collect only representative samples of suspected hazardous building materials for analysis, and the Company may assume other hazardous building materials of similar appearance have a similar composition; and
- 2.2.3 will employ only minor destructive investigation and sampling techniques to gain access to building or site areas.

2.3 Latent conditions and inaccessible areas

- 2.3.1 The Company may not identify hazardous building materials concealed within an inaccessible area or void or which is not visible from a visual inspection.
- 2.3.2 Where the Company reasonably believes a hazardous building-based product or material may be present in an inaccessible area, the Company may deem such area to contain such product or material.
- 2.3.3 Such area will require further investigation prior to opening such area at the cost of the Client.

2.4 Practicability of investigation

The Company may consider it impractical to identify hazardous building materials if it reasonably believes:

- 2.4.1 it will require unnecessary dismantling of equipment;
- 2.4.2 it will disrupt the normal operations of the building or site;
- 2.4.3 it may cause unnecessary damage to equipment, furnishings or surfaces;
- 2.4.4 the hazardous building material does not represent a significant exposure risk;
- 2.4.5 it is unsafe to access a height-restricted space, restricted sub-floor or hazardous work space; or
- 2.4.6 the time it will take to determine the presence of the hazardous building material is prohibitive.

2.5 Settled dust and mastics

Unless expressly included in the Services set out in the Proposal, the Company will not take settled dust and surface swab samples to check for asbestos residue or fibres and will not test caulking and mastic jointing compounds throughout a building or site.

3 ENVIRONMENTAL INVESTIGATIONS

This clause 3 applies to the extent the Services relate to or include any environmental investigation (including any asbestos or hazardous materials investigation).



SPECIAL TERMS AND CONDITIONS

3.1 Sampling risks

- 3.1.1 Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel exercising due care and skill, may fail to detect certain conditions, and an investigation may not identify conditions in an unexpected location or from an unexplained source.
- 3.1.2 The Company uses professional judgment to interpret data obtained from site sampling and subsequent laboratory testing to characterise identified contamination. Soil sampling and analysis is targeted towards areas where contamination is considered most likely based on site history and visual assessment.
- 3.1.3 Soil contamination can be non-homogenous across stratified soils present on site and concentrations of contaminants may vary significantly within areas where contamination occurs. As such, results are indicative only.
- 3.1.4 Contaminant movement within soil and groundwater can follow paths of high permeability and sampling may not intersect preferential pathways.
- 3.1.5 Soil or groundwater sampling may result in contamination of a sub-surface area, as when a probe or boring device moves through a contaminated area, linking it to an aquifer or other water body not previously contaminated. The Company will use reasonable endeavours to minimise and eliminate such cross contamination during a sub-surface investigation.
- 3.1.6 The Client indemnifies and releases the Company from any Claim arising from any risk identified in this clause 3.

3.2 Drilling by-products

Where drill cuttings and drilling fluids are produced as a by-product of sampling sub-surface conditions, these remain the property of the Client. The Company will advise the Client of the presence of such materials and will take reasonable measures to label and containerise such materials for the Client. The Client must handle as if contaminated and dispose of such materials in accordance with relevant Law.

4 INTRUSIVE SERVICES

- 4.1 This clause 4 applies to the extent the Services relate to or include intrusive services, including intrusive geotechnical and environmental services.
- 4.2 The Client is responsible for repair or reinstatement of any surface disturbance or damage caused by the Company accessing the site by normal methods to perform the Services unless such repair or reinstatement is expressly included in the Services.
- 4.3 At completion of site work, the Company will loosely backfill boreholes (unless a piezometer is installed) and distribute spoil in open areas of the site, wash down concrete surfaces, and will backfill with spoil and wheel roll with material mounded above surface any test pits. If the Company must reinstate site to original conditions, for example, with sealed surface or excess spoil removed, the Client must pay any extra costs the Company incurs.
- 4.4 The Company will store samples recovered during investigations for 28 days from the date of submission of the Deliverable to the Client and dispose of such samples on expiry of that period. Longer storage will be at an additional monthly charge to the Client.
- 4.5 The Client owns all waste materials and samples (including purge water from well development and drill cuttings) generated during performance of the Services. Unless expressly included in the Services, the Company will leave or deposit all such waste materials and samples on the site for the Client to dispose.
- 4.6 Subsurface conditions may be affected by changing natural forces or man-made influences, including construction activities at or adjacent to the site and natural events such as floods or groundwater fluctuations.
- 4.7 The Company is not responsible for, and the Client indemnifies and releases the Company from, any loss, damage or liability arising out of or in connection with any damage, loss, deterioration or destruction of any property caused by the Company in performing the Services, except to the extent caused by the negligent performance of the Services or Company breach of the Terms.
- 4.8 Before the Company commences the Services, the Client must furnish or cause to be furnished to the Company all documents and information known to the Client relating to the identity, locations, quantity, nature or characteristics of any relevant known or suspected hazardous building material, contamination, services or any other relevant condition. The Client represents and warrants it has informed the Company of all documents and information.

5 DESIGN SERVICES

- 5.1 This clause 5 applies to the extent the Services relate to or include building related design services.
- 5.2 The Client must brief the Company accurately and completely by:
 - 5.2.1 providing the Company with details of any existing services (including so far as practicable any "as installed" documentation) associated with any works relevant to the Services (**Project**);
 - 5.2.2 requiring (or authorising the Company to procure at the Client's cost) trade contractors to investigate the actual site conditions to identify any departures from the "as installed" documentation; and
 - 5.2.3 providing sufficient documentation to enable any associated services to be incorporated in the work packages of others engaged on the Project, if such associated services are required for the performance of the Services.



SPECIAL TERMS AND CONDITIONS

- 5.3 To the extent relevant and forming part of the Services, the Company will:
- 5.3.1 use reasonable endeavours to co-ordinate the design Services with relevant design services of any third party engaged by the Client on the Project (**Separate Contractor**) provided to the Company in a timely manner, but the Company is not responsible for:
 - 5.3.1.1 design co-ordination of services provided by a Separate Contractor;
 - 5.3.1.2 on- site co-ordination management and programming;
 - 5.3.1.3 shop drawings and “as installed” drawings at the completion of the Project; or
 - 5.3.1.4 any design documentation prepared by a Separate Contractor;
 - 5.3.2 carry out periodic visual inspections of construction works which relate to and utilise a Deliverable for the purpose of assessing compliance of such works with the design intent of the Services; and
 - 5.3.3 prior to the end of the defect liability period (if any), participate in the final visual inspections of construction works which relate to and utilise a Deliverable and prepare a schedule of items requiring attention including issues identified by the Client or its representative, but the Company is not responsible for overseeing rectification of any defect, error, or omission in such works.
- 5.4 The Company is not responsible for, and the Client must not use or mandate, use of any building products and materials which do not conform or comply with the requirements of the National Construction Code or relevant Australian Standards, including aluminium composite panel or any combustible material or product forming part of or attached to external walls of a building (in whole or in part) in connection with the Project.
- 5.5 Any opinion of construction costs prepared by the Company (whether as part of the Services or otherwise) and provided to the Client is supplied for general guidance only and the Company provides no guarantee as to the accuracy or suitability of any such opinion for any purpose.

6 ENVIRONMENT SERVICES

- 6.1 This clause 6 applies to the extent the Services relate to or include ecology, planning and approvals, environment health and safety or contaminated land management services.
- 6.2 The Services will not include an assessment of any ownership of, or the title to, any property, building or structure referred to in any Deliverable, nor the application or interpretation of relevant law to such property, building or structure.
- 6.3 The Company is not required to update or revise a Deliverable to address any event, circumstance or fact occurring or apparent after the date of a Deliverable.

7 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

If the Parties agree to use an electronic portal or document management system (**Electronic Portal**) in connection with the Terms, the Client must:

- 7.1 manage the Electronic Portal;
- 7.2 give the Company details for use of the Electronic Portal, including start date, password, login details, address details, and any other information reasonably necessary for use of the Electronic Portal;
- 7.3 give the Company adequate access to the Electronic Portal (and relevant material on the Electronic Portal) to enable the Company to perform the Services; and
- 7.4 permit the Company to access and copy (or on request provide the Company with copies of) material saved to the Electronic Portal which relates to the performance of the Services for a period of 7 years following completion of the Services.