



Malo Sustainability Pty Ltd Standard Terms and Conditions

The Client and Consultant agree to the following terms and conditions in relation to engagement for the Project. These terms and conditions are in general accordance with Australian Standard 4122-2010 General Conditions of Contract for Consultants. Where items are not specifically covered below, deferment will be made to the terms and conditions as outlined in AS 4122 2010.

1. DEFINITIONS

- 1.1 The Consultant is Malo Sustainability Consulting Pty Ltd ACN 628 408 524.
- 1.2 The Client is the person or entity responsible for payment of the Consultant's fees rendered in respect of the Services.
- 1.3 The Client's Representative is the person to whom the Scope of Work is addressed.
- 1.4 The Project is the project or job referenced in the Scope of Work.
- 1.5 The Agreement comprises only the Terms & Conditions, the Scope of Work (and any other document referenced there-in), and the signed Acceptance of the Proposal or emailed instruction to proceed.
- 1.6 The Scope of Work is taken to be the entirety of the document preceding these Terms & Conditions. The Services to be performed are those outlined within the Scope of Work.
- 1.7 The Fee is outlined in Proposal Schedule 2 of the Scope of Work.

2. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

- 2.1 In consideration of the Client agreeing to pay the Fee, the Consultant agrees to perform the Services as soon as practicable following receipt of:
 - 2.1.1 an official Purchase Order or a signed copy of Appendix E of this Scope of Work or written instructions (including by email) deemed to be sufficient to form the contract
 - 2.1.2 receipt of prepayment as agreed in the contract (if relevant)
 - 2.1.3 receipt of all requested information as outlined within the Scope of Work.
- 2.2 The Consultant will perform the Services to the standard of skill, care and diligence expected of a skilled and competent professional practising in the fields relevant to the Services, or such higher standard as represented in writing within the Scope of Work.
- 2.3 Any reports and or recommendations provided during the provision of the Services or at any other time will be for the sole use of the Client and the Consultant undertakes no duty to nor accepts any responsibility to any third party who may rely upon such report or recommendations.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE CLIENT

- 3.1 The Client agrees to pay the Fee to the Consultant.
- 3.2 The Client, via the Client's Representative, will provide the Consultant in writing timely directions, instructions, decisions and information sufficient for the Consultant to perform the Services.
- 3.3 The Client shall supply free of charge to the Consultant any information, drawings, plans, maps and all other documents necessary for completion of the Services.

4. CHARGES AND PAYMENTS

- 4.1 The Consultant shall be entitled to submit invoices to the Client at any time.
- 4.2 The Client agrees to pay the total Fee as outlined within the Scope of Work within a period of fourteen (14) days following the date shown on the invoice, or as otherwise agreed.



- 4.3 The Consultant reserves the right to charge interest on all fees which are not paid within 14 days at a rate of interest of 5% per annum without relieving the Client of their obligation to pay that Fee.
- 4.4 The Client agrees to pay all costs (including legal and debt collection costs) related to the recovery by the Consultant from the Client of any monies due by the Client to the Consultant under or in connection with this Agreement.
- 4.5 Attendance at meetings and any work arising following the submission of the final report are excluded from the Fee unless stated within the Scope of Work and will be charged at time and materials rates. These rates will be confirmed with the Client prior to attendance at any meetings or performing any additional work pursuant to the Project.
- 4.6 All expenses shall be charged at a rate of cost plus 10% mark-up unless otherwise stated within the Scope of Work.
- 4.7 In the event that an invoice for payment is disputed, any part of the invoice not disputed shall be paid in accordance with payment terms and notification of the grounds for dispute provided in writing to the Consultant within seven (7) days.

5. Indemnity for liability to third parties

- 5.1 You agree to indemnify Malo against all liabilities, claims, costs and expenses (“Loss”) incurred by Malo in respect of any claim by a third party which is related to, arises out of, or is in any way associated with the Services or this engagement including any breach of this agreement or any negligent, wrongful or willful act or omission by you. However, the indemnity does not apply to any Loss in respect of any matters which are finally determined to have resulted from Malo’s negligent, wrongful or willful acts or omissions.

6. Exclusions and limitations of liability

- 6.1 The Consultant holds professional indemnity insurance and public liability insurance at the levels of cover outlined within the Scope of Work. Workers Compensation Insurance is held at the level of cover meeting statutory requirements. A copy of the Certificates of Currency can be supplied at the Client’s request. The professional indemnity insurance will be maintained for a period of seven (7) years following completion of the Services.
- 6.2 The Consultant’s liability is limited to three (3) times the value of the Fee (excluding GST).

7. Termination

- 7.1 In the event of termination, the Consultant shall be entitled to payment for Services completed up to issue of notice of termination. In the event of termination by the Client the Consultant shall be entitled to payment of 50% of the agreed fee, or the value of services completed up to issue of notice of termination; whichever is greater.

8. AMENDMENTS

- 8.1 Please detail amendments (if required) to the above terms below: