

Terms & Conditions

Terms and Conditions (Services)

Application Terms of Business

- 1.1 These Terms of Business set out the key trading terms for the supply of Services, as specified in the Fee Proposal prepared and provided by Rivland which outlines any amount or hourly rates applicable to the Services, or as agreed to perform for the Client from time to time, by CoastSurv Pty Ltd t/as Rivland Surveyors (Rivland). ACN: 107 681 461/ABN: 67 107 681 461
- 1.2 If the Client confirms acceptance of a Fee Proposal, the Client, shall do so by completing and returning to Rivland a signed Fee Proposal Acceptance, and such acceptance will be deemed to include acceptance of these Terms and Conditions unless varied in writing by mutual agreement.
- 1.3 Rivland reserves the right not to provide the Services until the Fee Proposal Acceptance Agreement is signed and returned and any payment that is due in accordance with our Fee Proposal or this agreement is paid in full as and when it falls due.
- 1.4 If the Client provides Rivland with a form of Consultancy Agreement, Rivland is not obliged to commence any works until such agreement has been mutually agreed and executed by Rivland and the Client.
- 1.5 Once accepted by the Client these Terms & Conditions may only be varied or cancelled with the written consent of Rivland and will remain in force unless mutually agreed in writing by both parties.

2. Providing the Services

- 2.1 Upon acceptance of the Fee Proposal and these Terms and Conditions, the Client engages Rivland, and Rivland agrees, to provide the Services in accordance with the Agreement and in consideration of the payment of the Fees and Reimbursable Expenses, as described in clause 5.2, by the Client to Rivland.
- 2.2 Rivland reserves the right to request payment in advance if deemed appropriate.
- 2.3 Rivland will exercise reasonable care, skill, and diligence in providing the Services.
- 2.4 Any agreed programme in the Fee Proposal for the provision of the Services is dependent upon Rivland receiving all information required as outlined in clause 3.1 to complete the Services.
- 2.5 Rivland will rely on and treat the documentation and directions provided by the Client, or any other party acting on behalf of the Client, as accurate and correct. Rivland will not be liable for any error or omission in the Services where it has relied on such documentation and directions.
- 2.6 Some products provided by Rivland in connection with the Services may contain limitation of use or disclaimer statements and it is the Client's responsibility to review and comply with such statements.
- 2.7 The Client agrees to grant to Rivland unobstructed free access to any relevant site in connection with the Project where access is necessary to perform obligations under the Agreement.
- 2.8 If Rivland considers it appropriate to do so, Rivland may, with the Client's prior approval, which shall not be unreasonably withheld, engage another consultant to assist Rivland in specialist areas

3 Change in Scope or Timing of Services

- 3.1 The Client acknowledges that Rivland will only be able to provide the Services in a prompt manner provided that all briefing, information and instructions concerning the Client's requirements for the Services are provided to Rivland within a reasonable time of any request for same being made by Rivland. The Client indemnifies Rivland from any claim, loss, damage, expense or liability arising out of any failure by Rivland to provide the Services as a result of a Client's failure to provide any such requested information within a reasonable time or where any information is inaccurate
- 3.2 If Rivland or the Client becomes aware of any matter which will change, or has changed, the scope or timing of the Services they will as soon as practicable give notice to each other of the matter and as far as practicable, details of the change including any variation to the Agreed Fee which may be applicable.

4 Insurance

- 4.1 Rivland and the Client must each have insurance for any claim, loss, damage, expense or liability to cover the risks each bears under this Agreement as required by statute or otherwise as is reasonable in the circumstances

5 Fees and Payment for Services

- 5.1 On and from the date of acceptance of the Fee Proposal, the Client agrees to pay to Rivland the amount of the Fee, together with any applicable GST.
- 5.2 In addition to the amounts referred to in clause 5.1, the Client may be required to reimburse Rivland for Reimbursable Expenses, together with any applicable GST, incurred in the provision of the Services including any administration fee as outlined in the Fee Proposal. Such Reimbursable Expenses may include stamp duty, taxes, levies, tolls, fees, outgoings, charges, or costs imposed by any authority on or in connection with this Agreement or the provision of the Services to the Client, whether specified or not in the Fee Proposal.
- 5.3 Rivland shall issue progress claims to the Client for the Fee and any Reimbursable Expenses, generally monthly as the work progresses. The progress claims will reflect the extent of work completed at the time.
- 5.4 If the Client wishes to amend the Services contained in the Fee Proposal, it must send a written notice to Rivland and the Client and Rivland must agree in writing to the scope of the amended Services and any additional Fee payable to Rivland prior to Rivland commencing the amended Services.
- 5.5 If the Client wishes to suspend the agreed Services for a period of time, it must give Rivland 14 days prior written notice and depending on the circumstances there may be additional fees payable at the recommencement of the project and / or abortive costs incurred at the time of the suspension.
- 5.6 Unless otherwise agreed in writing, Rivland's invoices will be payable within 14 days of the date of issue.
- 5.7 If the Client has any outstanding amounts payable to Rivland then Rivland is entitled to:
 - (a) charge interest at the rate of 13% per annum on overdue amounts from the due date;
 - (b) immediately suspend the provision of the Services and any other services being provided by Rivland to the Client on all projects, until the date of payment in full of all overdue amounts.
- 5.8 If the Client disputes any part of an invoice, the Client must pay the undisputed portion in full and notify Rivland in writing within 14 days of the reasons for disputing the remaining portion.
- 5.9 If any part of a disputed amount is subsequently determined to be due, the Client must pay the amount withheld, and may be required to pay interest in accordance with clause 5.7 (a) at Rivland's discretion.
- 5.10 In the event an overdue account is referred to a collection agency and/or law firm, the client will be liable for all costs which would be incurred as if the debt is collected in full, including commission on collection of the additional costs and also including legal demand costs.

8 Copyright and Use of Documents

- 8.1 Copyright and the intellectual property in all drawings, records, processes, products and other documents produced by Rivland shall remain the property of Rivland.
- 8.2 Subject to clause 8.3, provided the Client pays Rivland in full for the Fee and any Reimbursable Expenses, the Client shall have an irrevocable, royalty free license to use the documents referred to in clause 8.1 for the purpose of, and until completion of, the Project, but the Client shall not use, or make copies of, such documents in connection with any work not included in the Project.
- 8.3 If the Client is in breach of any obligation to make payment to Rivland, Rivland may revoke the license referred to in Clause 8.2, and the Client shall then cause to be returned to Rivland all documents referred to in Clause 8.1, and all copies thereof.

9 Independent Contractor

- 9.1 The parties acknowledge and agree that Rivland renders the Services to the Client as an independent contractor and nothing in the Agreement creates any contract or relationship of employment, partnership, joint venture, association, or trust between the parties. Neither Rivland nor any of its employees or agents may be regarded as an employee, agent, or partner of the Client.

10 Duration of Agreement

- 10.1 The Client may by notice in writing to Rivland terminate the Agreement if: (a) Rivland is in breach of this Agreement and the breach has not been remedied within 14 days (or longer period as the Client may allow) of the notice requiring the breach to be remedied; or (b) the Client gives written notice of at least 14 days.

- 10.2 Rivland may by notice in writing to the Client suspend the provision of the Services or terminate the agreement if: (a) the Client is in breach of any other obligations under the Agreement and the breach has not been remedied within 14 days (or longer period as Rivland may allow) of the notice requiring the breach to be remedied; or (b) Rivland gives written notice of at least 14 days.

- 10.3 To the extent permitted by law, Rivland may by notice in writing to the Client suspend the provision of the Services or terminate the agreement if the Client (or the Client's parent company) becomes insolvent or appears to be unable to pay its debts.
- 10.4 If the Agreement is terminated for any reason other than a breach of the Agreement by Rivland then the Client shall pay Rivland for the services carried out prior to the date of termination and all other costs and expenses incurred by Rivland as a result or in consequence of the termination

11 Dispute Resolution

- 11.1 If a dispute arises, the parties must, prior to the initiation of any legal proceedings, use their best efforts in good faith to reach a reasonable and equitable resolution of the dispute.
- 11.2 If the dispute is not resolved within 10 days of a referral in accordance with clause 11.2, either party may commence legal proceedings.
- 11.3 Unless otherwise agreed in writing by the parties, neither party may commence legal proceedings unless the parties have undertaken the process set out in clauses 11.1 and 11.2 and that process fails to resolve the dispute or one of the parties has attempted to follow the process and the other party has failed to participate, provided that nothing in this clause will prevent either party from: (a) applying to a court of competent jurisdiction to seek urgent relief; or (b) initiating any legal process immediately prior to the end of any statutory limitation period specified by any relevant law.
- 11.4 Despite the existence of a dispute, the parties must continue to perform their respective obligations under this Agreement.

13 Legal Compliance

- 13.1 Rivland would confirm its compliance in relation to: (a) The Modern Slavery Act 2018; and (b) Commonwealth and State legislation regarding anti-bribery and anti-corruption, and by accepting these Terms and Conditions the Client warrants that it is also compliant.

14 General Matters

- 14.1 Unless the context otherwise requires: "Agreement" means the agreement between the Client and Rivland in connection with the Services, which includes the Fee Proposal, these Terms and Conditions, and any other documents referred to within these Terms and Conditions;
- 14.2 Each party must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance to its obligations under, the Agreement.
- 14.3 The Agreement shall be governed by the laws of the State in which the Services as specified in the Fee Proposal are provided, and each party submits to the non-exclusive jurisdiction of the courts of that State.
- 14.4 This Agreement may only be varied, supplemented or replaced by an agreement in writing duly executed by the parties and on similar terms and conditions contained in this Agreement or on acceptable terms and conditions to Rivland