

CONDITIONS OF ENGAGEMENT

- 1.0 **AYSON AND PARTNERS LTD** must perform the services using reasonable skill, care and diligence.
- 2.0 The Client must provide all information the Surveyor asks for which the Client is able to obtain. The Client must provide the information as soon as practicable and must not charge the Surveyor for providing the information.
- 3.0 If the Surveyor asks the Client to pay for any disbursements or external expenses the Client must pay the Surveyor immediately
- 4.0 The Surveyor may:
 - 4.1 Charge the Client on the agreed basis. If no basis of charging has been agreed the Surveyor may charge the client a fair and reasonable fee.
 - 4.2 Send the Client interim fee accounts.
- 5.0 The Client must pay the invoiced amounts in full by the 20th day of the month following the date of the invoice.
- 6.0 If any payment is overdue by 14 days or more the Surveyor may demand payment within 7 days. If the Client does not pay within 7 days the Surveyor does not have to supply any more services.
- 7.0 The Client must pay interest on any unpaid amount from the time payment was due until payment is made. The interest rate will be 15% per annum compounded daily.
- 8.0 The Client must pay all costs, expenses and charges including legal costs on a solicitor and own client basis that the Surveyor incurs in recovering any money the Client owes the Surveyor.
- 9.0 **Limit of Liability**
 - 9.1 The most the Surveyor has to pay the Client for damages or losses (in contract tort or otherwise) in any way connected with the services or the project is the lesser of five times the value of the fees or \$100,000.00.
 - 9.2 The Surveyor will not be liable for any damage or loss resulting from or connected with services or the project that may be made unless proceedings are commenced within six years of the services being performed.
 - 9.3 The Surveyor will not be liable for any damage or losses in any way connected with the services or the project if the Surveyor stops supplying services under clause 6.
 - 9.4 If the Client has engaged the Surveyor to perform services which the Client has contracted to provide to a third party (the Principal) the Surveyor's liability to the Principal is likewise limited and the Client warrants that it is the Principal's agent for the purpose of this Agreement
- 10.0 **Pollution and Asbestos Exclusion**
 - 10.1 The Surveyor shall not be liable for any loss or damage whatsoever arising from a breach of this agreement by the Surveyor, directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by
 - 10.1.1 Seepage, pollution or contamination howsoever occurring unless the discharge, dispersal, release, or escape of the pollutant or contaminant is caused by a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and place.
 - 10.1.2 Asbestos in whatever form or quantity.
 - 10.2 The Client must indemnify the Surveyor for any liability for any loss or damage whatsoever arising from a breach of this agreement by the Surveyor, directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by
 - 10.2.1 Seepage, pollution or contamination howsoever occurring unless the discharge, dispersal, release, or escape of the pollutant or contaminant is caused by a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and place.
 - 10.2.2 Asbestos in whatever form or quantity
- 11.0 The Client may suspend all or part of the services or terminate this agreement by notice to the Surveyor in writing
 - 11.1 As soon as the Surveyor receives written notice, the Surveyor must immediately make arrangements to stop the services and minimise further expenditure.
 - 11.2 The Client must pay all fees and other costs payable to the Surveyor up to the effective date of suspension or termination and all further fees and costs incidental to the orderly termination of the services.
 - 11.3 Any other rights and liabilities the Client or the Surveyor may have are not affected by the Suspension or Termination
- 12.0 The Client may:
 - 12.1 Order variations to the services in writing.
 - 12.2 Request the Surveyor to make proposals for variation to the services (which may include a variation to the fees for the services, if necessary).
- 13.0 The Surveyor retains copyright of all documents it has prepared.
 - 13.1 The Client may use or copy documents for the purposes of the project.
 - 13.2 The Client must not use any of the documents if any of the fees and expenses payable to the Surveyor has not been paid in accordance with this agreement.
 - 13.3 The ownership of data and factual information collected by the Surveyor and paid for by the Client shall, after payment by the Client, lie with the Client.
- 14.0 If the Client is obtaining the services for business purposes the provisions of the Consumer Guarantees Act 1993 are excluded in relation to the services. If the client is not obtaining the services for business purposes then to the extent that any provision in this agreement is inconsistent with the Consumer Guarantees Act the provisions of the Act will prevail.
- 15.0 The Client authorises the Surveyor to collect, retain and use personal information about the Client, including the information contained in this agreement, for the purposes of assessing the Client's credit worthiness, ministering the Surveyor's rights against the Client or marketing any services provided by the Surveyor. The Client may request access to and correction of any personal information but the Surveyor does not have to correct the information.
- 16.0 The guarantors named above irrevocably guarantee that the Client will pay any money due to the Surveyor when it is due. The Surveyor is not obliged to pursue its remedies against the Client but may proceed in the first instance directly against any or all of the guarantors, if there is more than one guarantor, each guarantor is liable to the Surveyor for the whole amount.