

Conditions of Engagement for Consulting Services

1. Torinex (Torinex Holdings Pty. Ltd, t/a Torinex Consulting), shall provide to the Client the consulting services described in the proposal document.
2. In providing the services, Torinex shall exercise the degree of skill, care and diligence normally exercised by consulting engineers in similar circumstances.
3. The Client shall provide to Torinex briefing and all information concerning the Client's requirements for the commission.
4. The Client shall pay to Torinex the Fee and the Reimbursable Expenses as set out in the proposal document.
5. All monies payable by the Client to Torinex shall be paid within 14 calendar days of invoice. Monies not paid within that period shall attract interest from the date of invoice until payment at the rate of 15% per annum, calculated daily.
6. The liability of Torinex to the Client in respect of the project shall be limited to the cost of rectifying the works the subject of the Commission, or the sum of \$100,000, whichever is the lesser.
7. After the expiration of one year from the date of invoice in respect of the final amount claimed by Torinex pursuant to Clause 4, Torinex shall be discharged from all liability in respect of the services whether under the law of contract, tort or otherwise.
8. Copyright in all drawings, reports, specifications, bills of quantity, calculations and other documents provided by Torinex in connection with the project shall remain the property of Torinex.
9. Subject to clause 10, the Client alone shall have a licence to use the documents referred to in clause 8 for the purpose of completing the project which is the subject of the engagement. The Client shall not use, or make copies of, such documents, in connection with any work not included in the project.
10. If the Client is in breach of any obligation to make a payment to Torinex, Torinex may revoke the licence referred to in clause 9, and the Client shall then cause to be returned to Torinex all documents referred to in clause 8, and all copies thereof. If Torinex revokes the licence, the Client shall not be permitted to use any of the documents nor to rely upon any of the advice, provided by Torinex.
11. Any dispute between the Client and Torinex shall first be the subject of mediation provided that this provision shall not prevent Torinex from instituting legal action at any time to recover monies owing by the client to Torinex.
12. The Client may terminate his obligation under this Agreement:
 - a. In the event of substantial breach by Torinex of his obligations hereunder, which breach has not been remedied within 30 days of written notice from the Client requiring the breach to be remedied, or
 - b. upon giving Torinex 60 days written notice of his intention to do so.
13. Torinex may suspend or terminate his obligations under this Agreement in the event of:
 - a. monies payable to Torinex hereunder being outstanding for more than 60 days.
 - b. other substantial breach by the Client of his obligations hereunder, which breach has not been remedied within 30 days of written notice from Torinex requiring the breach to be remedied, or
 - c. upon giving the client 30 days written notice of his intention to do so.
14. If Torinex considers it appropriate to do so, he may with the Client's prior approval, which shall not be unreasonably withheld, engage another consultant to assist Torinex in specialist areas. The Client accepts responsibility for all monies payable to such other consultant.
15. Neither party may assign or transfer any obligation under this Agreement without the written consent to the other. Unless stated in writing to the contrary, no assignment or transfer shall release the assignor from any obligation under this Agreement.
16. Torinex accepts no duty or responsibility, including in negligence, to any party other than the Client that engaged Torinex and disclaims all liability of any nature whatsoever to any third party in respect to documents and advice provided by Torinex.
17. The engagement of Torinex is governed by the laws of New South Wales and is subject to the Building and Construction Industry Security of Payment Act 1999 NSW.