



## CSA GLOBAL TERMS AND CONDITIONS

**Payment:** The Client agrees to pay CSA Global Pty Ltd for:

- the time worked by our employees at the rates specified in the section of this agreement titled “Commercial Offer” or as updated from time to time and communicated to the Client;
- software, equipment and consumables costs at the rates specified in the section of this agreement titled “Commercial Offer” (if applicable);
- Goods and Services Tax (“GST”);
- flights and travel expenses; and
- any other costs, expenses, or disbursements incurred including any taxes or charges levied.

**Fees:** CSA’s fees will be calculated by reference to the time spent and the hourly rate of the director, professional team member or administrative assistants responsible for undertaking the work in relation to the Assignment Specification. This method of time costing applies to all attendances, such as conferences, telephone calls, travelling and waiting time. It is not possible for CSA to furnish a precise estimate of our final costs as they will be subject to many factors. CSA’s fees are based upon the time necessarily spent on the Assignment Specification by professional and other staff with the appropriate level of skill and experience. CSA reserves the right to change staff at any time at its discretion and replace them with similar or appropriate personnel. When personnel are used on the Client’s Assignment Specification, they will perform work under the ultimate supervision of a director or principal. CSA’s charge-out rates are reviewed each year on 30 June and the Client agrees to reasonable increases in individuals charge out rates if the assignment specification extends beyond 30 June in any given year. Charge-out rates will vary according to the seniority of the person dealing with the Assignment Specification, its complexity, length, and the level of urgency required. CSA’s fee is not contingent upon the final results and CSA do not warrant or predict results or final developments.

**Administration Levy:** A 5% technology, administration and accounting fee will be charged on all fees charged.

**Reimbursement fee:** A 10% handling and accounting fee will be charged on reimbursable costs incurred on behalf of the Client (including flights and travel expenses but not including sub-consultants).

**Deposit:** It is CSA’s policy to request and receive a deposit of a percentage of estimated fees before any work is commenced. Once the deposit has been received, monthly invoicing would commence with 30 day payment terms. The deposit will be held as an advance until completion of the job and will be rendered against the balance of the fees and expenses upon submitting of the final invoice.

**Sub-consultants:** The Client indemnifies CSA from all liability in the engagement of sub-consultants arising from errors and omissions or faults in the sub-contractors work. A 20% fee will be on-charged to the Client for fees and expenses of sub-consultants.

**Foreign Exchange:** CSA reserves the right to charge additional fees if the denominated currency is paid in a currency other than Australian Dollars and that currency moves greater than 5% in value from the commencement date of the Assignment Specification to the date of final payment.

**Variations/Overruns:** The summary budget is only an estimate. Changes or variations to the Assignment Specification will be agreed verbally between the Client and CSA (where possible written confirmation will be made to client). Invoices will reflect the changes or variations and taken as agreed unless advised within 30 days of invoice date. A new contract will not be issued unless specifically requested by the Client in writing and agreed by CSA.

**Payment of invoices:** Monthly invoices are payable strictly within 30 days from date of invoice. Overdue accounts are subject to 1% interest per month. The Client is not entitled to the report and/or any other documentation to be supplied by CSA and cannot rely on any such report or documentation, until all outstanding amounts are paid. In the event of non-payment of invoices for greater than 60 days from date of invoice, CSA is authorised to lodge a caveat (or similar restraint) over any tenement held by the Client.

**Communication:** The Client authorises CSA Global to recognise the Client name, their logo and the project name on our website and in marketing documents.

**Activities on Site:** The Client must ensure that any site operated or controlled by the Client where CSA undertakes work, is maintained in a safe condition consistent with good industry practice. The Client must notify CSA immediately of any incident, event or occurrence on any such site which may endanger CSA’s employees or property. The Client will indemnify CSA against any claims whatsoever arising out of any loss or damage.

**Occupational Health and Safety:** If in the opinion of any CSA employee or contractor engaged by CSA, and at their sole discretion, where there is a belief that their safety is at risk; CSA reserves the right to suspend or terminate the contract without affecting any other term of the contract. Should any evacuation or withdrawal from site be required, the Client agrees to be liable for all costs including demobilisation costs and associated expenses.

**Ownership of Data:** Property in all original documents (being electronic and hard copy), records, papers and other data or material created by CSA in performance of instructions is that of CSA and does not pass to the Client until the Assignment Specification is completed and all outstanding fees and disbursements have been paid.





**Ownership of Report:** Any report or supplementary report and all supporting material produced by CSA remains the property of CSA until CSA's invoices are paid in full by the Client. The Client agrees that it will not use, publicise or release the report or any information from the report in any way whatsoever until full payment of all invoices has been made, notwithstanding any dispute on the performance or otherwise of CSA and CSA will be entitled to seek injunctive relief to protect its rights herein and the Client fully indemnifies CSA from any such misuse.

**Use of Report:** The Client shall only be entitled to use the report and any other documentation supplied by CSA in the form and for the purpose which it has been prepared. No person other than the Client is entitled to use or rely on the report or any other documentation supplied by CSA and the Client is not entitled to assign its rights to any other person. CSA accepts no responsibility for any loss or damage, if any, suffered by any third party relying on the report or other documentation supplied or prepared by CSA and the Client will indemnify CSA against any claims whatsoever arising out of such loss or damage.

**Limitations** – All reports prepared by CSA are subject to the following limitations and the Client consents to this limitation:

- The report has been prepared for the particular purpose outlined in CSA's Assignment Specification and no responsibility is accepted for the use of the report, in whole or in part, in other contexts or for any other purpose. The scope and the period of CSA's Services are as described in CSA's proposal, and are subject to restrictions and limitations.
- If a service is not expressly indicated, do not assume it has been provided. If a matter is not addressed, do not assume that any determination has been made by CSA in regards to it.
- Conditions may exist which were not detected given the limited nature of the enquiry CSA was retained to undertake with respect to the site. Accordingly, additional studies and actions may be required.
- It is understood that the Services provided allowed CSA to form no more than an opinion of the actual conditions of the site at the time the site was visited and cannot be used to assess the effect of any subsequent changes in the quality of the site, or its surroundings, or any laws or regulations. Any assessments, designs, and advice provided in this report are based on the conditions indicated from published sources and the investigation described.
- No warranty is included; either expressed or implied that the actual conditions will conform exactly to the assessments contained in this report.
- In addition, it is recognised that the passage of time affects the information and assessment provided in this report. CSA's opinions are based upon information that existed at the time the information is collected.
- Where data supplied by the client or other external sources, including previous site investigation data, have been used, it has been assumed that the information is correct unless otherwise stated. No responsibility is accepted by CSA for incomplete or inaccurate data supplied by others.

**Indemnity for CSA employees and CSA contractors:** The Client agrees to indemnify CSA against all claims, loss, costs, expenses or damages whatsoever and howsoever arising from any personal injury, disease or death suffered by any CSA employee or CSA contractor.

**Performance Obligations** - CSA shall use reasonable skill and care in the provision of the services set out in this letter. CSA shall accept liability to pay damages for losses arising as a direct result of breach of contract or negligence on our part in respect of services provided in connection with, or arising out of, the engagement set out in this letter (or any variation or addition thereto). However, such liability of CSA, its directors and staff (whether in contract, negligence or otherwise) shall in no circumstances exceed the aggregate fees paid by the Client in respect of all such services. The Client agrees to hold CSA, its directors, and employees harmless from any liabilities, costs and expenses relating to, or arising from this engagement (including, without limitation, legal fees and the time of our personnel involved) incurred by reason of any action CSA take in good faith (unless CSA are negligent). The Client agrees that if the Client makes any claim against CSA for loss as a result of a breach of our contract, and that loss is contributed to by the Client's own actions, then liability for the Client's loss will be apportioned as is appropriate having regard to the respective responsibility for the loss, and the amount the Client may recover from CSA will be reduced by the extent of the Client's contribution to that loss.

**CSA Staff:** If a Client offers employment to a member of CSA staff within a year of the completion of an Assignment Specification, then the Client agrees to pay a compensation fee to CSA of one year's salary for that employee.

**Estimate:** Any estimate of fees or charges is valid for a period of 30 days from date of issue.

**Termination:** The Client may terminate this Assignment Specification without giving any reason by providing fourteen (14) days' notice providing reasonable demobilisation costs are paid. CSA will render a final account and may exercise a lien over the Client's papers and/ or work completed until payment of all outstanding accounts.

CSA reserves the right to cease acting in the Assignment Specification and, if applicable, to withdraw from the Engagement as the Client's adviser if:

- a. the Client do not comply with this agreement;
- b. any request for funds to cover disbursements, other essential expenditure or fees on account is not complied with;





- c. adequate instructions or replies to correspondence are not forthcoming within a reasonable time;
- d. any account for fees is not paid in accordance with these terms; or
- e. CSA perceives in its discretion that the necessary mutual relationship of trust and confidence required for a workable adviser/Client relationship no longer exists.

**Force Majeure:** If an event or circumstance arises that is beyond the reasonable control of a party (e.g. an act of war or act of God), then to the extent that the event or circumstance prevents performance of a party's obligations under this agreement, the obligations of that party (other than any obligation to pay money) are suspended until the event or circumstance ceases to prevent that performance.

**Notice:** A notice will be deemed properly served if it is in writing and is sent to the usual business address of the recipient.

**Inconsistency:** Where there is any inconsistency between CSA's terms and conditions and the terms and conditions of any other agreement or purchase order between CSA and the Client, CSA's terms and conditions shall prevail and be given full force and effect and this term may be pleaded as an absolute bar to any action, suit, claim or demand to the contrary.

**Jurisdiction:** This Agreement shall be subject to the laws within Western Australia.

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